

Cedar City

10 North Main Street • Cedar City, UT 84720
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www.cedarcity.org

CITY COUNCIL MEETING JANUARY 29, 2014

Mayor
Maile L. Wilson

Council Members
Ronald R. Adams
John Black
Paul Cozzens
Don Marchant
Fred C Rowley

City Manager
Rick Holman

The City Council will hold a regular meeting on Wednesday, January 29, 2014, at 5:30 p.m., in the Council Chambers at the City Office, 10 North Main Street, Cedar City, Utah. The agenda will consist of the following items:

I. Call to Order

II. Agenda Order Approval

III. Administration Agenda

- Mayor and Council Business
- Staff Comment

IV. Public Agenda

- Public Comments
 - Camp Kesem presentation – Susan Durfee, SUU

V. Business Agenda

Public

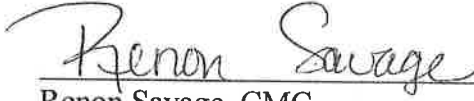
Consent Agenda

1. Approval of minutes dated January 3, 8, & 15, 2014
2. Approval of bills dated January 23, 2014
3. Approve a beer license for Ernie's Truck Plaza located at 1155 West 200 North – Don L. Ipson/Chief Allinson
4. Approve a raw land lease for Southern Skies Aviation Inc., and Paradigm Developers – Clayton Cheney/Russ Volk
5. Approve a grant application for the State of Utah Division of Aeronautics for a Pavement Maintenance Grant in the amount of \$400,000 – Russ Volk
6. Approve a contract between Cedar City Corp and Creamer & Noble Inc. (FAA Project) – Russ Volk
7. Approve lease from Century Equipment in the amount of \$3,626 for a Case 580 Super N Loader Backhoe – Wally Davis
8. Approve a MOU between Cedar City/Iron County Office of Economic Development and Southwest Utah Renewable Energy Center (SUTREC) – Brennan Wood
9. Approve the Style Guide – Brennan Wood and Danny Stewart
10. Approve a contract between State of Utah, Governor's Office of Economic Development and Cedar City for taxi lane improvements – Brennan Wood
11. Approve bid from Construction Steel in the amount of \$59,422 for the fabrication and delivery of two steel pedestrian bridges for the East Bench Phase 2 Trail project – Kit Wareham

Action Agenda

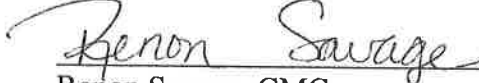
12. Consider an agreement delaying the public works improvements for the Jones Minor Lot Subdivision and the Coal Creek Minor Lot Subdivision – Ron Larsen, Insight Engineering/Paul Bittmenn
13. Approve a resolution to establishing sewer rates for Hometels – Kit Wareham

Dated this 27th day of January, 2014.


Renon Savage, CMC
City Recorder

CERTIFICATE OF DELIVERY:

The undersigned duly appointed and acting recorder for the municipality of Cedar City, Utah, hereby certifies that a copy of the foregoing Notice of Agenda was delivered to the Daily News, and each member of the governing body this 27th day of January, 2014.


Renon Savage, CMC
City Recorder

Cedar City Corporation does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.

If you are planning to attend this public meeting and, due to a disability, need assistance in accessing, understanding or participating in the meeting, please notify the City not later than the day before the meeting and we will try to provide whatever assistance may be required.

COUNCIL MINUTES
JANUARY 3, 2014

The City Council held a meeting on Friday, January 03, 2014, at 9:00 a.m., in the Council Chambers, 10 North Main Street, Cedar City, Utah.

MEMBERS PRESENT: Mayor Joe Burgess; Councilmembers: Ron Adams; Nina Barnes; John Black; Paul Cozzens; Don Marchant.

STAFF PRESENT: City Manager Rick Holman; City Attorney Paul Bittmenn; City Engineer Kit Wareham; City Recorder Renon Savage; Finance Director Jason Norris; Police Chief Robert D. Allinson; Public Works Director Ryan Marshall.

OTHERS PRESENT: Tom Jett, Maile Wilson, Bev Burgess, Kristi Kunzler, Kim Kunzler, Betsy Carlile, Nancy Jerome, Fred Rowley, Rick Torgerson, H.G. Kunzler, Jim McConnell, John R. Westwood.

CALL TO ORDER: City Manager Rick Holman gave the opening prayer; the pledge of allegiance was led by Mayor Burgess.

DICUSSION WITH UDOT ON THE SOUTH INTERCHANGE

RECONSTRUCTION PROJECT – KIT WAREHAM: Mayor – we called this meeting to discuss issues with the South Interchange, we have Rick Torgerson and Nancy Jerome here from UDOT. Kit – we also have HG Kunzler from Salt Lake and Jim McConnell, District Engineer from UDOT. They are here to talk about the South interchange, landscaping status and discuss the status of the entire project.

Rick Torgerson, Regional Director for UDOT - we hope to answer questions about the South Interchange with some handouts. I want to talk about the history, how it got started, where we are today and give an update on the project. Nancy will get into more details. For many years this has been discussed with a lot of different scenarios. Cedar City came to the Transportation Commission in 2011 to get to a diamond interchange and it was presented in 4 phases, put ramps in, new crossing for ATV trail and animal crossing, the Commission funded \$500,000 in May of 2011 and asked for UDOT to look for solutions and to look at phases 1, 2, & 3, phase 4 is a community project. A year later we started the design and went to seek funding and they approved the project for phase 1,2,3 with a \$1 million contribution from Cedar City. June 2012 Kit received a Small Urban grant from the Joint Highway Commission for a \$1 million and it brought phase 4 back in the project with using the existing fly over for the trail and brought the project up to \$10.4 million. It was \$13.5 million to \$10.5 million, but there are some give and takes. (See Exhibit "A").

One of the main things that came on board is a new design that we came to the Council and talked about a diversion diamond interchange and it has a lot of promise in Utah, we just opened one in St. George, there is also one in Ogden and a few on the Wasatch Front. It has huge potential to retrofit existing interchanges to get more functionality and meet

the needs of the future at a lower cost. The original design was \$35-\$40 million, with this interchange it is about \$10 million. Cedar did ask to open surplus property parcels which this design does.

Nancy Jerome – I came on to this project as project manager right as we went to CMGC for this project which was August 2012, part was to define the scope for the project and determine the goals and prioritize the goals. The first priority was the construction of the north bound (NB) off ramp and south bound (SB) on ramp; construct diversion diamond interchange (DDI) and realign Cross Hollow Road. We had to lower Cross Hollow Road 2.5 feet to get the standard clearance; construct a NB parallel off ramp, by leaving the fly over making is safer for the north bound lane fit, but people would be able to see the off ramp, we didn't want people to miss it so we extended the parallel off ramp south so you can see the interchange coming up before you get there. Maintain the flyover for pedestrian and livestock. We have met with the livestock owners and are hopeful they will use the structure and see its benefits and not use the Cross Hollow Road. To maximize the remaining area for surplus property so they could recoup money by selling surplus property with the new configuration. Last is the landscaping of the interchange.

The cost for the DDI is a little more, we added \$600,000 by doing this and it went from a 10 year fix to a 30 year fix. Converting flyover to trail is \$744,000, it is not cheap, we have to extend the parallel off ramp and realign into the median on both sides to make the structure work. Marchant – these are estimates? Nancy – no, it is the approximate value at scoping that we felt the diamond versus the DDI would come in at, and we are very close. The conversions of the flyover are hard numbers. The landscaping and esthetics currently with the alternate we have \$673,700 in landscaping items for the project. UDOT has a standard policy that we can spend .75% of the construction dollars on esthetics and landscaping. \$55,000 of that are UDOT contributions. One benefit of CMGC is to work with the contractor to come up with a dollar amount we can identify if x happens it will cost this much money. We have reduced the contingency to a very low number, right now it is what we have to hold for the risks on the project. On a typical project like this we would hold 9%, this is 3%. We spend more up front in preliminary engineering, but make it up on the back end, there is not a lot of wiggle room for the contractor.

Summary of landscaping we have \$406,500, it includes ornamental fence, colored lights See Exhibit "B". We have an additive bid to see if we have the money. Currently the proposed na lines will help the esthetics if we can remove the asphalt. Black – on the livestock trail, we were once talking to move it along the red line to tie into the roadway. Nancy - we looked at moving, but logistics and money and trying to maximize the dollar amount for the surplus property we found it most feasible to run it where it is shown. It will bring them down old Hwy 91 for a portion. That was an early preliminary discussion that had drawbacks for the sale of the surplus property and in now it broke it up and where the animals would be moving. Barnes – could it be angled more and the turn softened? Nancy – not to make a decent alignment, plus we want to maximize the surplus property. It is pretty high and we need to get it down to the existing roadway. Overall we felt the best balance with all the issues, landscaping, stock trail and surplus

property this was the best alignment. Rick Torgerson – the trail is 25 feet wide and a traditional trail is 10 feet. Black – is there fencing on the trail? Nancy – that is up to the City. Mayor – with the elevation why does it not come straight across? Nancy – the more we moved it the less property there was. It made a better fit for the sale of the property. Mayor – the cost to fill the added dirt is as much as the sale. Rick – we went through a lot of discussion to make it most efficient for the livestock owners and the balance with the surplus property. We looked at going north because of the grade, we are able to make the grade. We pushed to the south to get the most out of the surplus property. It is not fenced. On the west side it drops off quite a bit so we brought the grade to tie into the property south of the commercial development. Nancy – this is not as large of grade difference, it is much more dramatic on the West side. Mayor – is there a constant grade or will it drop off down Hwy 91? Contractor – it will be a constant grade. Barnes – what is that grade? H.G. – I think around 10%. Black – since it is a trail, does it meet ADA? H.G. – yes it does meet ADA requirements and national guidelines. As you go on any trail, the straighter is better, but there are curves you can put in. Barnes – why 20 feet? H.G. – the width of the structure is 20 to 25 feet so we matched it. Jim McConnel – with livestock it would be hard if it was smaller. There is a 12 foot width it is hard to get the livestock to go through. H.G. – we met with the livestock owners and they want an area to bring the livestock and then take them across all at once, they want some type of a holding pen. Black – the purple line is that surplus property? H.G. – that is the right-of-way. Mayor – is the trail complete? Nancy – it is not asphalt. Paul – is there fence over the flyover? Yes. Cozzens – could the City remove the asphalt and crush it and use it on the trail? Mayor – I was thinking the same thing if the timing was such, I don't know if it would be an advantage to crush it, we may haul it to the pit. Marchant – we used some in the Airport. Jim – the best way to do that is a roto mill and it is more expensive. Rick – that is difficult for Jeff also, this project will be done at the time Jeff is doing his road projects. H.G. – part of the CMGC is to see what is the most economical way to dispose and they are looking to sell it off. Part of the cost is to make it as economical as possible. Kit – if the city decided to take it up we could do it when we have time? H.G. – with additive 3 we could do that, we need to discuss that as soon as possible. Rick – that would postpone the trail. Kit – they would do the part of the trail they are doing. Was there discussion on eliminating the import top soil? Nancy – we did eliminate that, they will take off 6 inches everywhere to give us enough to fill in the other areas. Black – Kit, if this design has been here a year have we had discussion with the livestock people. Kit – yes, they have been in meetings since this has been designed. Nancy – they wanted the pens to gather the livestock. Kit – we have already constructed a catch pen by Home Depot. Cozzens – will we build a trail to tie into this? Kit – the East Bench Trail is already stubbed in on the east side of the road and it will eventually have to cross Hwy 91. Cozzens – the disposal of the excess land, will the revenue off set this cost? Nancy – it goes into the coffers of the Transportation Commission. The project did not meet the standards to get this high on the priority list, so one of the ways this was sold to the Transportation Commission is that the money from the property could go back to the Transportation Commission for other projects. Cedar City had to also help. Kit – it is not just an advantage to UDOT, but also to Cedar City, it will be developed and provide tax revenue. Cozzens – what is the estimated revenue from the property? Nancy – we have not established that, but we were looking at

\$8 to \$10 a square foot. Barnes – what was the square footage? Mayor – we made a presentation to UDOT and it would be approximately 6 acres at approximately \$2 million. Nancy – there is a lot of fill material that will need to take place. Originally we looked to move all material and fill in the surplus property and we were over a million dollars to do that so we had to back off. We worked hard to try and balance all the scenarios. It is going to be dependent on asphalt being removed, the end result looks. Mayor – our presentation was \$7.66 a foot. Kit – I think there is a lot more property. H.G. – the estimate is about 22 acres. Black – out of the \$1 million we thought we had for landscaping, how much is left? Nancy – in Exhibit “B” with the last modifications made we are estimating it to be \$10.195 million. With the landscaping in the base bid it is included in the \$10.195 million. We have \$167,000 the cost of additive 1. Currently we have enough money to award that additive. We also have enough money to award additive #2. There is not enough money for the removal of the asphalt. We have a targeted. Black – I appreciate all you are doing, but the landscaping makes a visual of Cedar City and it is very important and we feel we have contributed a bunch to the project and we want to keep as much as possible. Nancy – the \$1 million brought over was for the livestock and for additional landscaping. We feel we are looking at potential \$673,700 in landscaping and \$744,000 in the livestock. Black – we had \$1 million in cash and \$1 million grant and surplus property which is \$2 million, that is \$4 million out of \$10 million and I think it should give us what we want. Barnes – not just the City, but for UDOT as well, it is a statement. Nancy – what the Department can do is very limited, the City has brought a lot of money for those projects. Barnes – as we have also. Nancy – that is why the project is happening because the City brought forth money; it is truly a partnership and statement for Cedar City and UDOT to work together. If you hadn’t brought the money forward it wouldn’t have happened. Black – the messages sent through Kit was that we were taking a lot of cuts on landscaping. Nancy – we have worked hard to get the contractor to minimize costs and look at ways we could reduce the cost and we did a pretty good job to get additional money. One of the things, we didn’t just look at landscaping; we looked at a lot of things to reduce it down. We didn’t know where we would be, we were looking to see what could be done to maximize the project and look at ways that may not be a big impact to the City or the landscaping to reduce the price. We were hoping to do the coreten Mountain Plates; it is very costly to place. The subcontractor said if you can find a way to bolt those on it would save money. We are unable to locate coreten anchor bolts that match so we can’t make that happen. We were hoping for an anchor bolt that was the same, we were unable to find the anchor bolt so we had to keep it as the original design. It will stick out a little; there will be visual relief with a 3D dimension. Cozzens – will we have a snowcapped mountains with the pigeons. Nancy – they only stick out 2 inches. Marchant – those I see in Utah County look like part of the structure themselves, are the engraved or how, they stand out and they are attractive and don’t seem to be a landing spot for pigeons. H.G. – it is a 4 inch bracket. We have tried to find a bolt that wouldn’t rust and have not found it. Cozzens – what is the mountain? Contractor – rust looking but will not rust, we can still look. The coreten is a good material that looks nice. Marchant – can you mount it directly to the surface without using the bolts? H.G. – there are off sets in other projects and it has a stainless steel bracket that is mounted behind. Marchant – can’t we take that same thing; flush mount it without worrying about bolts and save money that way. H.G. – based on

the supplier with the contractor they could not find that, we will continue to look for something. Cozzens – the company making the coreten finish could make the bolt. Nancy – that is who is saying they cannot find it. H.G. – we can look at a powder coated bolt, and we will continue to look. Black – does the contractor get his mark up on that? Yes. Marchant – we are using a coated metal product to display the scene? Jim – no it is a finish that does not rust, the entire structure is steel and it rusts to a certain point and then stops. Marchant – can we engrave or do something that would give us the same thing that is already a part of the product itself. Jim – the only way to do it is replace the parapets, a form on the concrete and then they pull it out which would be more expensive. Fred Rowley – the stamped concrete is it more expensive than natural landscaping? The stamped concrete collects ice melt and it always needs to be swept. Would that not be less expensive to use natural pine trees? H.G. – there are a number of options, the plans put through have been before and esthetics committee. Nancy – Cedar City hired that consultant. We are trying to follow what the direction Cedar City has given us. H.G. – in the hope is to put in what we call the hardscape, things difficult to add to in the future, the soft scape could be easily added at a later time. Cozzens – a stained concrete would be more feasible than stamped. Kit – a lot depends on when it was put in, some has lasted quite a while. Marchant – we need to consider the maintenance that becomes the City's responsibility. Jim – we had a water system on the trees for about 15 years. HG – we are coming to a critical time in the project where the contractor needs to begin in March, so changes need to be made quickly. If we delay it the cost expands because they cannot complete by the end of the year. Marchant – who is the contractor? HG – WW Clyde. Black – are they selected through an RFP? HG – yes. They have an independent contractor and then it is verified by UDOT and an independent appraiser to make sure it is reasonable. Nancy – in the CMGC process the contractor is put out to bid for everyone and they have to do quite a bit of work in order to put it together and they are the successful contractor. Marchant – you get the same ones over and over. Nancy – we had 3 contractors look at this, this had unique things like lowering the road under the overpass that is why we went to CMGC to get a contractor on board for the design. We hire the contractor they hire a sub-contractor to design the soil nail wall, we did it to get the expertise of the contractor in building some of those things and utilize their experience and it has been successful.

Mayor – I would like Nancy to tell us where we are and what we need to do to cut to be where we have to be.

Nancy – one of the things we have an opportunity to save on is the ornamental fence on the fly over, the price is almost \$118 a foot for a 3.5 foot high fence. One item we asked to Kit to see if we had any other options to that fence that would be agreeable with the City. We weren't trying to tell the City you are going to have to cut things, but find other options to cut costs without cutting the look. I apologize if the Council felt we were trying to cut their landscaping budget, we were just looking everywhere. Option 2A is prefabricated galvanized and powder coated, the savings would be \$7,600. (See Exhibit "B" for the various options). Cozzens – on different fencing materials, what will the animals do to them? Kit – they are on the parapet and are 3 feet off the ground, it will not have any problems. Black – I thought you felt comfortable getting through additive #2

which includes the ornamental fence. Where would the changes go? Nancy – could be in cost savings to the City. The contingency is money if we needed, if it is not used it comes back to the City to help pay off the SIB loan.

Mayor – in the money they have in the base bid, the \$406,000 is included and additive #1, #2, and #3 it is \$267,200, and there is \$39,584 over budget. I think we can say we will remove the asphalt; do we have to remove the dirt? HG – there is seeding that goes with that. Cozzens – remove the asphalt and use the road base to our trail. Mayor – how thick is the asphalt? Nancy – 8 inches. Mayor – we may have to get it out and pile it up on their time frame. Rick – we can talk with the contractor to rotomill and move it to the trail. If the risks don't happen we could issue a change order for the rotomill and get somewhat of a paved trail. Let's get the cost from the contractor to see what it would cost. We are saying we are not comfortable with doing that now, but it could happen. Mayor – I think that is a risk the City could take. Cozzens – can we look at staining the concrete instead of stamped concrete. Kit – the stamp was shown in the original presentation.

Rick Torgerson – Main Street will turn and to into Cross Hollow. You will stop at a light and cross over and get on the freeway without stopping at a light, it takes all the left turn signals out in a DDI which speeds the interchange up. The legislature approved last year a law on DDI structures to make a left on the red if there is no cars.

We will complete the design this month; advertise early February and start construction March through October. We will maintain one lane at all time. We will have a weekend closure for a short time. You can still use the interchange, going under the structure will happen on the weekend. The Public Information Team will provide the city with updates through construction.

Mayor – we are approximately \$40,000 short of getting everything we want; to remove the asphalt will cost a lot more than \$45,000. I would recommend you put it on an agenda and decide what you want to do, I think the Council needs to hope that the \$200,000 contingency can pay for that, but if not be prepared to come up with the money and negotiate with UDOT to rotomill and use it for the trail system. Eight inches of asphalt we don't have the equipment to deal with that. It will tear up our trucks. Jim – you may want to talk with Western Rock to recycle that and they can use the tailings in their asphalt process. We need to have Kit get some prices. Is the \$45,500 hauling it off? Yes. Cozzens – will there be a rotomill here anyway? Yes. Cozzens – also get a price from Western Rock. Mayor – you do a good job in cost analysis so it would be more money.

Rick Torgerson – this decision does not need to be made prior to bid. We will get to additive 1 and 2 and the third will be a change order. We have a right-of-way we have not finalized yet, so there are some risks there also. We know the risks and are trying to get it finalized. Mayor – we know we are \$40,000 short of getting everything we want. We don't want chain link fence, we do want to get to option 3.

Marchant – it has been important to me to have you people here communicating with us. Kit is a good messenger he is easily beaten up and sometimes there are misunderstandings. I appreciate you coming to talk with us, we love to openly discuss projects and it has been very helpful to me. I appreciate you taking time to be here, you are helping us be better in the community and that happens through communication.

Rick Torgerson – it is your community and interchange and we provide it.

Black – thanks to UDOT, our staff and to John and Evan. I also want to plant a seed; our Coal Creek overpass has exceeded its life. The travel lanes are narrow; I hope that gets in the process to look at to mitigate some of the problems.

Rick Torgerson – this is a local road. Kit – the bottleneck is the structure itself. Black – it is major east west access as well. Kit – we have a small urban grant to improve the road on the east side. How do we get the overpass widened to match the road? Rick Torgerson – we will work with you on the application process.

Barnes – I want to echo the kudos this is how a partnership should work. Also thanks to Kit and the Mayor for their efforts. This is what local involvement is about. Rick Torgerson – the commissioners love to see these partnerships happen.

ADJOURN: Councilmember Barnes moved to adjourn at 10:50 a.m.; second by Councilmember Cozzens; vote unanimous.

Renon Savage, CMC
City Recorder

COUNCIL MINUTES
JANUARY 8, 2014

The City Council held a meeting on Wednesday, January 8, 2014, at 5:30 p.m., in the Council Chambers, 10 North Main Street, Cedar City, Utah.

MEMBERS PRESENT: Mayor Maile Wilson; Councilmembers: Ron Adams; John Black; Paul Cozzens; Fred Rowley; Don Marchant.

STAFF PRESENT: City Manager Rick Holman; City Attorney Paul Bittmenn; City Engineer Kit Wareham; City Recorder Renon Savage; Finance Director Jason Norris; Police Chief Robert D. Allinson; Fire Chief Paul Irons; Leisure Services Director Dan Rodgerson; Public Works Director Ryan Marshall; Police Lieutenant Darin Adams; CATS Supervisor Tammy Nay; Executive Secretary Barbara Barrick; Parks Superintendent Wally Davis; Parks Maintenance Worker Dale Ova; Water Superintendent Robbie Mitchell; Airport Manager Russ Volk; Senior Engineer Jonathan Stathis; Economic Development Director Brennan Wood.

OTHERS PRESENT: Betsy Carlile, Melodie Jett, Tom Jett, David Miller, Liberty Miller, Linda Brown, Terry Irons, Linda Wilson, Ron Larsen, Rick Lunt, Steve Ahlgreen, George Jett, John R. Westwood, Kelli Christensen, Kendra Perkins, Tim Beery, Doug Carriger, Pat Keehley, Tracie Sullivan.

CALL TO ORDER: Councilmember Marchant gave the opening prayer; the pledge of allegiance was led by Councilmember Black.

AGENDA ORDER APPROVAL: #9 will be removed. Russ – anytime engineering fees exceed \$100,000 we have to go out for an independent estimate, that just arrived today and it needs review. We will put it on the agenda in 2 weeks.

Councilmember Black moved to approve the agenda order with that item being removed; second by Councilmember Adams; vote unanimous.

ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF

COMMENTS: ■Black – I will be out of town next week and would like to be excused. ■Kit – during Christmas time they completed the downtown street light project to change the double halide lights to single head halogen. Rough estimate on savings is \$5,300 in O&M costs. Marchant – the lights do look nice. I hated to see the Christmas lights come down, they looked really nice. ■Rick - I handed out the Leagues invitation to go the Local Official Day at the Legislature. Representative Westwood has invited us to spend time with him. If you want to go let me know and we will make arrangements.

PUBLIC COMMENTS: ■Tom Jett – I hope everyone recognizes that today Cedar City is setting history in having a female mayor. I am not sure of any other cities that have a female mayor in Southern Utah, it needs to be noted as history. Cedar is not the good ole boy system anymore. ■John Westwood – we invite you to the legislature, it made a big

impression last year to see a great contingent of our City elected officials. When we had you come in and testify for the Summer Games and Utah Shakespeare Festival it made a big impression, you were able to see how others were not unified. I want to echo the valuable move that you made on the South Interchange, that was very important with the State, UDOT, County and City coming together and we will have a south interchange, I can't tell you how far down the line that was, you are to be commended, I am excited. You have my contact information if we can help with anything. Evan and I would love to hear from. ■ Cozzens – will we cancel meeting that night? Rick – we will look at postponing the action meeting to the first Wed. in February depending on who wants to go. Cozzens – would it be more beneficial to help with SWATC like we did last year. We went on a different day last year. Rick – we think there will be a few opportunities to go up this year.

CONSIDER THE JONES MINOR LOT SUBDIVISION LOCATED IN THE VICINITY OF BULLDOG ROAD AND KITTYHAWK ROAD WITHOUT INSTALLING IMPROVEMENTS UNTIL THE TIME A BUILDING PERMIT IS PULLED – RON LARSEN, INSIGHT ENGINEERING:

Ron Larsen – I am representing the owners of this property, Jones and Coal Creek Irrigation Company. This is located as you cross the freeway of Coal Creek to Bulldog. The majority is owned by Jones Family Trust. Originally the plan was to swap property with Coal Creek Irrigation, the Jones family agreed to swap the property. As we were looking at this they decided to split into a few lots, so when we came to Project Review according to Ordinance improvements are required. We are asking to not require it at the Minor Lot but as the properties develop. Cozzens – the trigger is the building permit? Ron – yes, and lot in the past have not required improvements, it has not been typical. Adams – what is the Zone? Ron – I&M-2. Black – would one permit trigger all improvements? Ron – no, just at that lot. To develop there will have to be water and sewer line brought in. The bridge is not wide enough for the entire width of the road. The County owns property that is not developed. If this is required they will not go forward with the Minor Lot, the Irrigation Company and Jones Family do not have the money to do this. Marchant – sometimes when improvements are put in before development they deteriorate. A portion will always be Coal Creek and they will want to do settling basins. Black – the discussion we had with UDOT the other night, if we are fortunate enough to make safety improvements would they impact that property? Kit – there is a master planned road and I don't know the dedication of the frontage. I don't know that the project would impact the property. We would get the right-of-way when developed. Ron – I think the east side of Bulldog Road is dedicated. Rick – where Coal Creek goes under the road would there need to be improvements and who would pay? Kit – by ordinance the property owner, but there won't be a permit on Coal Creek. Rick – there could be a gap from the North parcel. Ron – wouldn't the impact fees pay for the bridge widened? Kit – that is not on the capital facility plan so no. Marchant – we have a similar situation on Kittyhawk by the Airport and that would be the City responsibility. Paul – the problem is Coal Creek Irrigation is not likely to ever pull a building permit. Black – could there be a condition that when the southern properties are done the irrigation company would have to put the improvements in? Ron – I don't think they would agree, they only want to work in the channel, they don't have the money to do that. Rowley – who built the bridge? Kit – it is

on the UDOT system, they inspect the bridge, but it was probably built in the county when it was built. Rick – how far from the north parcel to the bridge improvements? Ron – the entire property is 568 feet, so probably around 400 feet from the south side of the bridge to that property line. One of the problems is there properties as exist is one large piece and it will be tough to have someone buy 12 – 15 acres with the creek in it to develop. The interest is in the small 1-2 acre parcels. If it is not subdivided it will probably set for a long time. By splitting it up triggering the improvements, where the Jones Family and Irrigation Company are not developers nothing will happen. Rowley – if I buy parcel 4 do I do all improvements on the frontage, or only in front of parcel 4? Ron – just parcel 4. It is not an easy decision or solution. Rowley – the irrigation would end up with which parcels? Ron – only parcel 2. The rest would remain in the Jones Family. Paul – if the Council is interested in deferring we should do a contract to record on the properties so people that purchase will know of all the improvements they need to put in when they pull a building permit. Have the contract on all parcels. Kit – we have seen this in the past, we have been working to change the ordinance to change the ordinance to have improvements triggered at building permit, but we need a certain size parcel. I think what Paul is proposing would do the same thing we would want to do when we modify the ordinance. Cozzens – what is the frontage on parcel 4? Kit – 175 feet. Cozzens – are you likely to go below 200 feet? Kit – they can modify the plat to add another 25 feet. Ron – parcel 4 & 5 are being proposed to be sold, I don't know if they will develop at the same time. Rowley – would it be possible to build in that each parcel as developed pays a portion to the widening of the bridge since the entire property is where the situation lies. Kit – I don't know. Adams – the only other option with the existing owners is to take that into consideration as the bridge site, put that in the price of the sale, I don't know if they would be willing to put that in a bill of sale or not. Rowley – on one side it doesn't seem fair that they have to pay the widening, but they are the cause. Paul – the return has to be in proportionate to the cost. On property owner should not have to widen the entire thing. Ron – there is not much value of lot 2 because there is no development value. Rick – I was talking about taking improvements from parcel 3 to the bridge. It is not in our master plan to widen the bridge. Kit – the master plan is still a two lane road. Rowley – would it line up with the bridge? Kit – yes. Black – I have a concern if the parcels are sold piece meal. Can a time constraint be put on to complete improvements so it is not too long with a hit and miss? Rick – that would be a concession for not having the improvements being put in now. Ron – how long are you thinking? I would have to take that to the owners. Paul – on most of our payback agreements for installation of infrastructure is 10 years, it could be a starting point for discussion. Black – that would give us some comfort for continuous improvements. Ron – I understand and I want to help both sides. Would it be recorded with the property? Paul – yes on the title of the property saying we defer improvements until you pull a building permit or within X years, if not sold the owner has to put the improvements in.

Rick Lunt – I am working with the Jones. If you do that is there undue pressure where JD Industrial Park does not have their improvements in and they are developed. If you follow Coal Creek Road all the way the only improvements are Sunroc and Bulldog, if you go forward. Marchant – the precedent has already been set. Rick – some of the properties that have pulled a permit have put in improvements. Rick Lunt – the only one

I know of is Bulldog Bag. There are lots with no improvements. Rick – we will have to see what we did or didn't require. Rick Lunt – the County and Western Rock are using properties and have no improvements. Rick – that may not have been in the City when they developed. Paul – yes the gravel pits are under a different set of rules. There is one by 2100 North, Mel Clarks he had to put in all his improvements. Kit – he didn't do a subdivision. Marchant – what precipitated this, a sale of property or making it cleaner with the Irrigation Company wanting the property? Rick Lunt – the Irrigation Company wanting to trade the property. Marchant – is there interest in the property now? Rick Lunt – yes. Cozzens – there are storage units that don't have improvements. Kit – there is? If the grades or elevation are not right they would agree to an SID. Ron – the bridge is raised and the improvements will need to be raised also. Mayor – would you be comfortable about talking with the Jones about what has been discussed tonight and if there is agreement we will put that on action next week, if not we will postpone it until later.

REQUEST FOR A SEPTIC SYSTEM AT 2270 WEST 580 NORTH (HORSE ALLEY) – GEORGE JETT: Ron Larsen – this has an existing building, it has a bathroom in the building, but there is not anywhere for the sewer to go, there is not a septic system. The sewer is quite a ways away. Kit – we allow septic systems under certain criteria, over 300 feet from the sewer and we don't want too many in the same location. The Conservancy District did a study that said 1500 feet; we are still within that density. Black – we have approved others there. Rowley – it is two small pieces? Kit – yes we have ½ acre minimum area requirement, he will have to put that into one deed. George – that is not a problem. Consent.

CONSIDER A BUDGET REVISION FOR THE CEDAR CANYON WATER TANK PROJECT – JONATHAN STATHIS : Jonathan – this is to replace the Cedar Canyon Tank. We came about a year ago to purchase the tank, we did get the bid. We would like the funding to complete the project so we can have the same contractor take the tank down and put it back up. We will move the tank down the canyon to get the elevation better for our system and we will keep the old tank in service while we construct. Right now we can only keep 12 feet of water in the tank. We need an additional \$850,000. We have \$170,000 budgeted, we want \$660,000 fund balance and \$190,000 from impact fees. The tank we are purchasing is larger than the existing tank. Rowley – that leaves \$450,000 in the emergency fund? Jonathan - \$640,000, this is a little different than what was in the packet. We like to keep \$1 million in the fund. We will draw it down, but we will build it back up. Black – if we had a major catastrophe what would we do? Kit – we would look at other capital projects that we could hold off on. There are options. Rick – even though you are approving the budget revision, how would you get the public hearing done? Jason – we published for next week to have a public hearing. They are asking for next year capital project to be done now. They won't ask for a lot next year because they are getting it now. Kit – you approved to purchase a used tank and we thought we could purchase and move down in this year's budget, they sent us a letter and said it needs to be done by April 15th and we want one contractor to do it so there is not questions. Rowley – is it riveted? Jonathan – it is welded. Rowley – do we know it is in good shape? Jonathan – we have inspected it and it is in good shape.

We asked if we could wait and they said no. Black – Robbie, do you have something this will impact in next year's budget? Robbie – no, I had \$800,000 to assemble this tank, it was planned for. I will have other projects, but they will be small. Action.

CONSIDER PURCHASE OF REPLACEMENT VEHICLES FOR THE POLICE

DEPARTMENT: Chief Allinson – in our current year budget we have money to replace two patrol vehicles, a 2006 Chevy Tahoe with 112,000 and a charger with 101,000 miles. Lt. Adams has done a lot of research to see our needs and went to Salt Lake to look at replacements. We would like 2014 Dodge Ram Pick-ups. We can get them about the same price as the Charger and the mileage is about the same as the charger. Salt Lake Valley Chrysler Dodge has the State Contract for \$27,721 each and we want two. Cozzens – how is it to do the cage car versus truck? Adams – no difference than what we do now in the cars. They are not able to kick the windows out with this cage. Rowley – how many years do we get out of the vehicles? Adams – we are trying to push the mileage to 100,000, typical is 80,000. Dodge is putting a 100,000 warranty so we are hoping to get 6 to 7 years. Rowley – the resale value is better on a truck than a car. Adams – the way they are building them now the trucks are equivalent to the cars. Black – I appreciate you having Lt. Adams do the research and meeting with us. Chief – he has done a lot of work. Adams – we will have a cover with a box in the back. There is a double lock system to keep their stuff secure.

CONSIDER A CONTRACT WITH GOOGLE TO HAVE CATS FIXED-ROUTE BUS SCHEDULE ONLINE – TAMMY NAY:

Tammy – Levi Roberts Mobility Manager for Five County AOG has put Suntran map on Google and they have had huge success. It is all set up and I am asking that the Mayor be able to sign the agreement. Cozzens – is there a fee? Tammy – no, we hope it will increase our ridership. Rowley – some comments say it was tangling. Paul – I think Google wants to take over the world, they can use our information, it is our bus system. There is a requirement if we have a GRAMA request for the contents; we have to notify Google 3 days in advance to release the information that is the most difficult. Tammy – Levi will keep the maps updated. Cozzens – how is the ridership? Tammy – it is down from 2 years ago. My drivers think more people are buying vehicles. Consent.

CONSIDER RENEWAL OF INSURANCE FOR CATS BUSES – TAMMY NAY:

Tammy – our buses are unique with the wheelchair lift so URMMA cannot carry them. Fred A Moreton is our broker, National Indemnity is the agency. It is up for renewal now. We need to application signed so they can get bids. Rowley – how much are we talking? Tammy – it was \$6,100 last year. Consent.

CONSIDER AN AMENDMENT TO TRANSIT STATION LICENSE

AGREEMENT WITH WAL-MART – TAMMY NAY: Tammy – Wal-Mart is the most popular stop, we have an agreement for the shelter, they will only extend for 3 years, so we need to renew to November 28, 2016. Consent.

Tammy – we are applying for funding from UDOT and in order to do that we have to have a pin log in number and it has to be issued to the Mayor or Public Works Director

and we have a form for that signature authority to get a pin. Paul – we can ratify next week. To vote it has to be on the agenda.

CONSIDER A CONTRACT BETWEEN CEDAR CITY CORP AND CREAMER & NOBLE INC. – RUSS VOLK:

Russ – the State of Utah is giving us a grant for runway replacement. Creamer and Noble is the Airport Consultant, it is a 5 year contract, they have been on for 2.5 years, and they are selected by FAA criteria. When we have projects they do the management of the project. The State will provide a \$400,000 grant for runway pavement; this is for the engineering services for this project. Consent.

CONSIDER A CONTRACT BETWEEN CEDAR CITY CORP AND CREAMER & NOBLE INC. (FAA PROJECT) – RUSS VOLK:

This item has been pulled.

CONSIDER A CONTRACT BETWEEN CEDAR CITY CORP AND CREAMER & NOBLE INC. (SYBERJET PROJECT) – RUSS VOLK:

Russ – MSC Aerospace/Syberjet has been approved to access the airport from Aviation Way. This is funded by the US Economic Development office and State and local funding. Creamer and Noble will help with this to taxi to the property owned by MSC Aerospace, City engineering will do some work as well. The timing is to have all preliminary in time to advertise April 1, 3 week bidding process, and bonding process and break ground on the runway and this project on June 1. We have to fit this into the Prairie Dog mitigation to give a construction time period to build on the airport. Consent.

CONSIDER FAA AIRPORT IMPROVEMENT PROJECT AIP-28 GRANT APPLICATION FOR FEDERAL ASSISTANCE – RUSS VOLK:

Russ – the FAA offers grants to airports based on the enplanement number. It is a ticketed passenger departing your airport. The critical factor is the SkyWest Jet Service. There is a magic number of 10,000; it is \$150,000 under 10,000 and \$1 million over 10,000 enplanements. This is a cost share, and the City match is in the budget and is coming out of the fund balance. It is great the FAA gives you \$1 million but they tell you how you spend it also. We will replace the helipad, move the windsock, and put a backup generator on the airfield lights allowing us to operate 24 hours if we lose power. It will be propane powered and a 4 to 5 day supply. We could do natural gas, but in the event of an earthquake we could lose natural gas. Rowley – if there are overruns we are responsible. Russ – we cannot have overruns it has to come back to this body. Russ – the last grant we got was to build an equipment building, there was an overrun and the FAA borrowed us the money from future grants. The Denver EDO manages our grants and they are great to work with and help us. If we find the project cannot happen with the grant amounts, they do not start until it is resolved. There are 17 pages of agreement to run the airport under there regulations. Rowley – why was the regulation not under the earlier contract? Russ – they were hired under the same criteria. Paul – we have agreed to those conditions over and over again. Rowley – what is LDI? Landing direction indicator. There will be a permanent fence around the generator and they don't feel there will be any problems. The grant will fund the contract for Creamer and Noble.

CONSIDER UPDATED AIRPORT RULES AND REGULATIONS AND

MINIMUM STANDARDS – RUSS VOLK: Russ – the FAA recommends to airports that you develop minimum standards for your unique situations. Ours covers things like land leases and if they build a hangar how built and uses. The Rules, Regulations and minimum standards help us stay in compliance with the FAA requirements. This update standardized language and some rules for the helicopter school. Rowley – on page 45 it does away with the \$1,000 deposit. Russ – I took reference to fees out because we have a City fee structure, it is easier to have them in one place. Once approved the standards are in essence an ordinance for operations at the Airport. Rowley – I like that you are asking the helicopter friends to stay out of neighborhoods. Action.

Russ – the actual grant we are seeing is for the enplanements for 2012. We have an unofficial count of the enplanements for 2013. SkyWest Airlines in 2009 when the economy was in the tank they reported 4747 for the entire year, 2013 they broke a record 10 of 12 months, 12,458, 15,687 with others. We broke 10,000 at the end of August. Seeing increases there are always preferences on the flight schedule. Because we broke the 2013 we will get \$1 million next year as well. National Parks Tour dropped off this year, they are deciding if they will be back next year. They key is SkyWest.

REQUEST TO TRANSFER GOLF COURSE CAPITAL FUNDS – DAN

RODGERSON: Dan – if you have the opportunity to stop by the Golf Course I invite you to go see. John Evans was an independent contractor then he became an employee. When he retired the City was interested in buying his equipment. We budgeted \$22,000 and it cost us \$8,900. We have \$13,000 and would like to add it to the \$30,000 project we have going on out there. \$15,000 came from budget, \$15,000 from tourism grant. We would be able to do carpet, picnic tables, trash cans and paint the exterior and repair the decking. Cozzens – have we discussed a sign? Dan – we have had dialogue with Mr. Jett, the Lessor and are working with Danny to get a design.

Cozzens – how are things going with the ice rink? Dan – very good. There were a few days during Christmas break where they had 1,000 people a day. Looking right now it looks like there are about 50 people there right now. Cozzens – can Liz run the numbers on increase participation in the Aquatic Center with the Ice Rink? Dan – last year in December \$12,000, this year \$20,000. We gave YETI their first electric bill for November it was \$2,700 for half month. When they don't need all 4 lights on they don't. They are impressive with their volunteers. Marchant – we are introducing people to the Aquatic Center that didn't know it was there. Cozzens – the power was ½ month? Dan – we estimated around \$5,000 a month. Black – we have closed the gates to the pond area, any consideration to blocking the road at the bottom. Cozzens – what is the liability to have people drive up and watch? Paul – we were concerned about the water and puncturing the liners. If we leave the gates open, fine, that is why we chose to close them. Dan – I prefer to keep the lake open, but the challenge is there are aerators in the lake. Cozzens – can we turn those off in the winter? Kit – we would need to test and see. Wally – I asked Jonathan about turning off the aeration and he said it should stay on year round. Cozzens – what about a fence for people parking to watch the ice rink? Wally – I

am just concerned about having people on the ice. If we want to put another fence up it wouldn't be a problem. Cozzens – we could look at it for the future.

CONSIDER COUNCIL COMMITTEE APPOINTMENTS: Mayor Wilson – the proposed appointments are: Don Marchant - Airport Board, Frontier Homestead Foundation Board and Arts RAP Tax; Fred Rowley – Planning Commission and Library Board; Ron Adams – Parks & Recreation Advisory Board, Cedar Area Transit Committee and RAP Tax Parks & Recreation Committee; John Black Regional Wastewater Treatment Facility Interlocal Board and Water Conservancy Board as a community appointment, and the Downtown Parking Authority; Paul Cozzens Cedar Disability Awareness/Action Team and Water Conservancy Board. The Trails and Cross Hollow Event Center are sub-committee to Parks and Recreation board and no council assignment.

Black – for transparency, when we were asked what committees we wanted to serve on I said I would like to set on P&R Board because of Golf, dog parks and water from Water Conservancy District and general park experience I have, I thought it would be a positive for that committee. When I didn't get that assignment we have had several conversations and during the course of that I think there were some misunderstandings and I apologize. It came out that I initially was appointed to the Planning Commission and it came out that I declined and I have not declined that appointment. I wanted reconsideration for P&R. With that said, after having served for 2 years, my involvement on boards and committees has been diminished and it is disappointing to me. Mayor – there are not as many committee assignments because we took two committees away, so removing those is the reason there are not as many committee assignments, everyone has the same number of assignments. I had given you all the thought process, reasoning, speaking with people on the committees, community, and staff to get feedback to get direction and made some shifts. There were projects in the works the committee members were left. We will look again in a year to those. Also, it is good to have fresh perspectives to further utilize their skills in other areas to benefit the community. Rowley – was Mrs. Barnes the P&R Representative? Mayor – yes. Rowley – I told the Mayor I was happy to go anywhere since I was the new guy. Is this an up or down vote or can we make proposals? Paul – the Mayor appoints and the council votes yea or nay. Mayor – this is why I have sent emails and spoken to you. I wanted the reasons out to you before we brought it to meeting. Rowley – was everyone ok with their appointments? Adams – I am willing to serve on the P&R board. I am comfortable with the Planning Commission as well, but am ready for change. Rowley – would it matter with you? Mayor – part is like Adams said he is comfortable, but can also contribute to P&R with a fresh perspective and new thoughts; it was an individual with skills but someone that can bring a fresh perspective. Cozzens – putting politics aside I look at what is best for Cedar City and I look at John's expertise and I think he would better serve the P&R. Marchant – I second that. I appreciate the fact that I remain where I remain, some you cannot pick up in 6 months to a year. I wouldn't know anything about airports if I was changed in a year, some things you need to stay in the loop. If you have people that are qualified, why shift to give new experience. Cozzens – I was on Planning Commission for a year and did not feel up to speed. Mrs. Barnes was on P&R for 8 years, I don't think Ron being

there for 4 years is a conflict and it is valuable. Marchant – I don't think we should start our own kingdoms, but we need to move better and faster without having to retrain. Mayor – we will put it on the action agenda.

CONSIDER REAPPOINTMENT OF CITY ATTORNEY, CITY TREASURER, AND CITY RECORDER: Rick – these appointments are part of the ordinance. Consent.

EXECUTIVE SESSION – REASONABLY IMMINENT LITIGATION:

ADJOURN: Councilmember Adams moved to adjourn and move into the Executive Session at 7:25 p.m.; second by Councilmember Cozzens; vote unanimous.

Renon Savage, CMC
City Recorder

COUNCIL MINUTES
JANUARY 15, 2014

The City Council held a meeting on Wednesday, January 15, 2014, at 5:30 p.m., in the Council Chambers, 10 North Main Street, Cedar City, Utah.

MEMBERS PRESENT: Mayor Maile Wilson; Councilmembers: Ron Adams; Paul Cozzens; Fred Rowley; Don Marchant.

EXCUSED: Councilmember John Black.

STAFF PRESENT: City Manager Rick Holman; City Attorney Paul Bittmenn; City Engineer Kit Wareham; City Recorder Renon Savage; Finance Director Jason Norris; Police Chief Robert D. Allinson; Leisure Services Director Dan Rodgers; Public Works Director Ryan Marshall; Senior Engineer Jonathan Stathis; Treasurer Wendy Bonzo; Parks Superintendent Wally Davis; Water Superintendent Robbie Mitchell.

OTHERS PRESENT: Betsy Carlile, Melodie Jett, Tom Jett, Ron Larsen, Rich Gillette, Marie Harvey, Bruce Nakken, Taryn VanAusdal, Natashia Sattley, Eloisa Morando, Andrea Ruesch, Garrett Wood, Rich Wood, Carter Cannon, Carson Jacobs, Austin Adams, Travis Holmes, Caden Jacobs, Noah Jones, Cameron Williams, William H. Leigh, Jennie Hendricks, Douglas Carr, David Stonehouse.

CALL TO ORDER: Dave Stonehouse from the Mountain View Baptist Church gave the opening prayer; the pledge of allegiance was led by Councilmember Rowley.

AGENDA ORDER APPROVAL: Rick – item #14, Jones Minor lot subdivision, we are in the process of getting an agreement, we will have it on the work meeting next week with a draft agreement.

Councilmember Rowley moved to approve the agenda order removing item #14; second by Councilmember Cozzens; vote unanimous.

ADMINISTRATION AGENDA – MAYOR AND COUNCIL BUSINESS; STAFF

COMMENTS: ■ Marchant – there has been some information passed about Upper Limits Aviation and the open house, for the people in areas impacted by the sounds of the rovers. The people in the various HOA's I am told have been notified of the meetings, the first meeting was today and 2 people came. If you have concerns the open houses are in their hangar on Aviation Way. Tomorrow from 1-2 and 5-6 if you are interested. ■Rowley – in my goings I ran into a woman that would like glass recycled in the binnies. Also, another woman asked for more pickle ball courts, on a tennis court, it is smaller with a wooden pallet and a whiffle ball. Also I got a call to see if there is a way to look at bids to give a good neighbor nod to local vendors. Last I visited training for our Fire and Police Departments, natural gas dangers for fire and police dealing with those deaf and hard of hearing. I commend both entities for staying up on what is important in the community. ■Cozzens – regarding the purchasing policy, I have talked with business

people, we are voting on the vehicles being purchased in Salt Lake. I would like a change in the purchasing policy to protect our local vendors. The article in the paper talking about the purchase of the trucks for the Police Department, I don't want to portray that our local businesses cannot take care of us. I talked with David Nakken in depth about this, we have a 5% bidder preference, the problem we have with a State Contract, a car dealership in Salt Lake and they can buy vehicles for about \$340 less than the local dealer, Parkway Motors. The problem is the local vendor doesn't mind selling at cost, but the 5% option they would have to lose money. I would like to change the policy that only deals with State Contract, if a local vendor is within a percentage of State Contract price they get the deal. This year Byron Linford approached Parkway to use a vehicle for Tour of Utah, they offered to let him use a new car for 5 days, they donated \$500 to Shop with a Cop and I know the other dealerships do also. It is a shame to lose on a sale for \$300 to \$400 dollars. It could be tires or anything else. I would like to protect our local vendors better. The money spent in our community will come back to us keeping that money local. Rick – do you want us to evaluate other aspects of the State Contract or do you want the 1%? Cozzens – I will look at other options. Adams – the State contract is based on volume that is why Salt Lake vendors are able to do this. Rick – I would suspect that if Parkway chose to submit a bid to State Contract that it may be something they could do. There are State contracts all over; we do have some local vendors that have the State Contract also. Rowley – the example I referred was backhoes, always make sure we allow the local vendors to have a shot at it. Rick – anyone can make a bid on the specs. Cozzens – we preach shop local, we need to set the example. Rick – we make sure what we propose is applied across the board. Cozzens – it should not apply to construction, only identical items like cars and tires.

PUBLIC COMMENTS: ■ Doug Carr – I want to address the issue of Stone Castle Recycling, I have read articles from Iron County Today and Spectrum. They are moving where a business has been taken out of business. I like recycling, but they talk about bringing a smelting plant into Cedar City and that is not a good idea, does anyone have about that? Rowley – I have heard the same thing. Carr – Mr. Stoddard made a comment that he fell in love with Cedar City, so why would he bring a smelting plant. Leave it out of Cedar City. According to the articles I read, they plan to further down the line move an aluminum smelting plant for 25 additional jobs. It puts out gases and particulates that are bad for the environment and it is not a good idea. Rick – Stone Castle is still working on getting a business license and Larry is staying on top of that, there is still work to be done on the building and modifications to the building. According to Larry the smelting is not part of their plant. Once we get everything done that Larry has identified to get the business license issued we will give you an update on their operations. Carr – if they decide to bring the smelting would it be an environmental issue? Rick – yes and they would need more approvals than local.

CONSENT AGENDA: (1) APPROVAL OF MINUTES DATED DECEMBER 4 & 11, 2013; (2) APPROVAL OF BILLS DATED JANUARY 9, 2014 ; (3) APPROVE A SEPTIC SYSTEM & COMBINING PARCELS AT 2270 WEST 580 NORTH (HORSE ALLEY) – GEORGE JETT; (4) APPROVE THE PURCHASE OF TWO REPLACEMENT VEHICLES FOR THE POLICE DEPARTMENT FROM SALT

LAKE VALLEY CHRYSLER/DODGE IN THE AMOUNT OF \$27,721 PER VEHICLE AND \$18,279.00 PER VEHICLE FOR EQUIPMENT – CHIEF ALLINSON; (5) APPROVE A CONTRACT WITH GOOGLE TO HAVE CATS FIXED-ROUTE BUS SCHEDULE ONLINE – TAMMY NAY; (6) APPROVE RENEWAL OF INSURANCE FOR CATS BUSES – TAMMY NAY; (7) APPROVE AN AMENDMENT TO TRANSIT STATION LICENSE AGREEMENT WITH WAL-MART – TAMMY NAY; (8) RATIFY AUTHORIZATION OF MAYOR DESIGNATING PUBLIC WORKS DIRECTOR TO ACCESS UDOT FEDERAL TRANSIT ADMINISTRATION GRANT SOFTWARE – TAMMY NAY; (9) APPROVE A CONTRACT BETWEEN CEDAR CITY CORP AND CREAMER & NOBLE INC. – RUSS VOLK; (10) APPROVE A CONTRACT BETWEEN CEDAR CITY CORP AND CREAMER & NOBLE INC. (SYBERJET PROJECT) – RUSS VOLK; (11) APPROVE FAA AIRPORT IMPROVEMENT PROJECT AIP-28 GRANT APPLICATION FOR FEDERAL ASSISTANCE IN THE AMOUNT OF \$52,632– RUSS VOLK; (12) APPROVE TRANSFERRING \$13,100 TO THE GOLF COURSE CAPITAL FUNDS FOR IMPROVEMENTS TO THE GOLF COURSE CLUB HOUSE PROJECT – DAN RODGERSON; (13) APPROVE THE REAPPOINTMENT OF CITY ATTORNEY, CITY TREASURER, AND CITY RECORDER FOR FOUR YEARS – MAYOR WILSON: Rowley – the bills there are things for concessions is that for the Aquatic Center? Dan – yes we buy stuff from Coca cola, Winkle, etc. Mayor – on #11 the amount is \$52,632.00 that is the City's match.

Councilmember Marchant moved to approve the consent agenda items 1 through 13 as written above; second by Councilmember Adams; vote unanimous.

CONSIDER THE JONES MINOR LOT SUBDIVISION LOCATED IN THE VICINITY OF BULLDOG ROAD AND KITTYHAWK ROAD WITHOUT INSTALLING IMPROVEMENTS UNTIL THE TIME A BUILDING PERMIT IS PULLED – RON LARSEN, INSIGHT ENGINEERING: Pulled.

PUBLIC HEARING TO CONSIDER A RESOLUTION AMENDING THE 2013-14 FY BUDGET FOR THE CEDAR CANYON WATER TANK PROJECT – JONATHAN STATHIS: Jonathan – this was presented last week, we had to have a public hearing. Cozzens - when will it happen? Jonathan – probably the end of February. Cozzens – you will take it down, move it and erect it and then take the others down? Jonathan – yes and we will recycle the old tank.

Mayor Wilson opened the public hearing. There were no comments, the hearing closed.

Councilmember Cozzens moved to approve the resolution amending the 2013-14 budget for the Cedar Canyon Water Tank project; second by Councilmember Marchant; vote as follows:

AYE: 4
NAY: 0
ABSTAINED: 0

APPROVE A RESOLUTION UPDATING THE AIRPORT RULES AND REGULATIONS AND MINIMUM STANDARDS – RUSS VOLK:

Ryan – this was presented last week. Marchant – Russ is very careful about what he presents. I have looked through it, it is typical standards that need to be adhered to, and it is more procedural. Ryan – we have added the helicopter standards, and that is basic also.

Councilmember Adams moved to approve the resolution updating the Airport Rules, Regulations and Minimum Standards; second by Councilmember Marchant; vote as follows:

AYE: _____ 4
NAY: _____ 0
ABSTAINED: 0 _____

CONSIDER COUNCIL COMMITTEE APPOINTMENTS – MAYOR WILSON:

Mayor Wilson read through the committee appointments. There were a few changes from last week that came from a number of conversations. The assignments are as follows:

Marchant – Airport Board, Frontier Homestead Foundation Board, & RAP Tax Arts Board; Rowley – Planning Commission and Library Board; Black – Parks & Recreation Advisory Board, Regional Wastewater Treatment Facility Interlocal Board, and Water Conservancy Board as a community appointment; Cozzens – Cedar Disability Awareness/Action Team and Water Conservancy Board; Adams – Cedar Area Transit Committee, Downtown Parking Authority, and RAP Tax Parks & Recreation Committee.

Councilmember Cozzens moved to approve the amended council committee appointments; second by Councilmember Marchant; vote unanimous.

EXECUTIVE SESSION – REASONABLY IMMINENT LITIGATION:

ADJOURN: Councilmember Marchant moved to adjourn and move into an executive session at 6:00 p.m.; second by Councilmember Adams; vote unanimous.

Renon Savage, CMC
City Recorder

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
4WALL ENTERTAINMENT					
L59480	SUPPLIES	12/23/2013	10-92-262 BUILDING & GROUND MAINTENANCE	319.12	
Total 4WALL ENTERTAINMENT:				319.12	
AMERICAN LINEN SUPPLY (ALSCO)					
LSTG559772	549902-JANITORIAL SUPPLIES	01/09/2014	10-73-261 JANITORIAL SUPPLIES152.20		
Total AMERICAN LINEN SUPPLY (ALSCO):				152.20	
ATCO INTERNATIONAL					
IO0394024	110179-DRAIN CLEANER	01/02/2014	51-40-480 SPECIAL DEPARTMENT SUPPLIES	471.80	
Total ATCO INTERNATIONAL:				471.80	
BAKER & TAYLOR					
4010743873	415754 L102673 4-GENERAL COLLEC	12/27/2013	10-87-481 BOOKS-GENERAL COLLECTION	105.14	
4010743873	415754 L102673 4-YOUNG ADULT BO	12/27/2013	10-87-482 BOOKS-YOUNG ADULT	36.62	
Total BAKER & TAYLOR:				141.76	
BARRICADE SERVICES & SALES					
10005549	TOUR OF UTAH BARRICADES	08/29/2013	10-92-614 EVENT RECRUITING	925.00	
Total BARRICADE SERVICES & SALES:				925.00	
BETTRIDGE DISTRIBUTING, KEN					
0183098	00844-FUEL & OIL	12/02/2013	51-40-251 GAS & OIL	41.20	
1335121713	00844-PROPANE	12/17/2013	10-79-263 MAINTENANCE-STREETS	25.13	
Total BETTRIDGE DISTRIBUTING, KEN:				66.33	
BLUE STAKES OF UTAH					
UT201303079	CEDARC-STAKING CHARGES	12/31/2013	51-40-255 WATER SYSTEM MAINTENANCE	150.59	
Total BLUE STAKES OF UTAH :				150.59	
BOWEN, COLLINS & ASSOCIATES					
10201	QUICHAPA FLOOD CHANNEL LOMR	01/08/2014	54-40-731 CAP OUTLAY-QUICHAPA CHANNEL	698.01	
Total BOWEN, COLLINS & ASSOCIATES:				698.01	
BUSINESS SOLUTIONS GROUP					
12511	10213-BUSINESS LICENSES	01/08/2014	10-44-240 OFFICE SUPPLIES & EXPENSE	300.00	
Total BUSINESS SOLUTIONS GROUP:				300.00	
CARTER ENTERPRISES, INC.					
QUICH #5 CONV #	QUICHAPA WELL #5 POWER/MOTOR	01/14/2014	51-40-740 CAP OUTLAY-EQUIPMENT	19,344.55	
Total CARTER ENTERPRISES, INC. :				19,344.55	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
CEDAR CITY MUSIC ARTS					
011714	EXCESS REVENUE OVER EXPENSES-	01/17/2014	10-23322 SUSPENSE-CEDAR CITY MUSIC ARTS	7,196.25	
Total CEDAR CITY MUSIC ARTS:				7,196.25	
CEDAR MOUNTAIN EMBROIDERY					
3302	UNIFORM EMBROIDERY	12/31/2013	52-55-451 UNIFORM SERVICE	615.44	
Total CEDAR MOUNTAIN EMBROIDERY:				615.44	
CENTURY LINK					
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-41-280 TELEPHONE	111.71	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-42-280 TELEPHONE	27.08	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-44-280 TELEPHONE	32.72	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-60-280 TELEPHONE	19.63	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-70-280 TELEPHONE	345.72	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-73-280 TELEPHONE	192.47	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-75-280 TELEPHONE	39.26	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-76-280 TELEPHONE	95.18	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-77-280 TELEPHONE	27.08	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-78-280 TELEPHONE	27.08	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-79-280 TELEPHONE	27.08	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-81-280 TELEPHONE	72.45	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-83-280 TELEPHONE	27.08	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-84-280 TELEPHONE	108.31	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-87-280 TELEPHONE	108.31	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-90-280 TELEPHONE	27.08	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	10-92-280 TELEPHONE	112.61	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	20-40-280 TELEPHONE	162.47	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	22-40-280 TELEPHONE	27.08	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	24-40-280 TELEPHONE	135.39	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	28-40-280 TELEPHONE	222.47	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	51-40-280 TELEPHONE	135.39	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	52-55-280 TELEPHONE	189.54	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	53-56-280 TELEPHONE	135.39	
JAN 2014	TELEPHONE-JAN 2014	01/07/2014	56-41-280 TELEPHONE	54.14	
Total CENTURY LINK:				2,462.72	
COLONIAL LIFE					
3792991-1206634	LIFE INSURANCE	12/26/2013	10-73-942 FED GRANT-SAFER	976.00	
Total COLONIAL LIFE:				976.00	
COLOR COUNTRY DIESEL					
207761	252-TRUCK REPAIR	10/07/2013	55-40-252 EQUIPMENT MAINTENANCE	4,357.97	
Total COLOR COUNTRY DIESEL:				4,357.97	
COMFORT COR MECHANICAL, INC.					
811	ICEMELT SYSTEM SERVICE	12/13/2013	10-42-262 BUILDING & GROUND MAINTENANCE	85.00	
Total COMFORT COR MECHANICAL, INC.:				85.00	
COMMERCIAL TIRE					
36371	TIRES	01/02/2014	10-78-930 INVENTORY	982.32	
36387	TIRES	01/06/2014	10-78-930 INVENTORY	1,060.96	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total COMMERCIAL TIRE:				2,043.28	
DANVILLE SERVICES OF UTAH, LLC					
6561	YARD MAINTENANCE	12/30/2013	10-87-262 BUILDING & GROUND MAINTENANCE	24.00	
Total DANVILLE SERVICES OF UTAH, LLC:				24.00	
DAVIDSON TITLES, INC.					
239257	BOOKS	01/02/2014	10-87-481 BOOKS-GENERAL COLLECTION	193.26	
Total DAVIDSON TITLES, INC.:				193.26	
DAVIS HEATING & A/C SERVICE					
34087	CEMETERY FURNACE REPAIR	01/06/2014	10-83-262 BUILDING & GROUND MAINTENANCE	65.00	
Total DAVIS HEATING & A/C SERVICE:				65.00	
DIV OF OCCUPATIONAL & PROF LIC					
123113	BLDG SRCHG REPORT	12/31/2013	10-75-612 BUILDING PERMIT SURCHARGE	568.01	
Total DIV OF OCCUPATIONAL & PROF LIC:				568.01	
DOCUMENT SOLUTIONS					
28200	CCC-OFFICE MACHINE	01/03/2014	10-77-252 EQUIPMENT MAINTENANCE	232.80	
Total DOCUMENT SOLUTIONS:				232.80	
FABRAL					
1174600	SNOW BREAKS	12/31/2013	53-56-262 BUILDING & GROUND MAINTENANCE	977.44	
Total FABRAL:				977.44	
FERGUSON ENTERPRISES, INC.					
2325610	40451-SNOW MELT SENSOR	12/18/2013	10-42-262 BUILDING & GROUND MAINTENANCE	674.21	
Total FERGUSON ENTERPRISES, INC.:				674.21	
FREEDOM MAILING SERVICE					
23881	BILLING STATEMENTS	01/10/2014	51-40-240 OFFICE SUPPLIES & EXPENSE	3,370.89	
23881	NEWSLETTERS	01/10/2014	10-41-221 NEWSLETTER	156.49	
Total FREEDOM MAILING SERVICE:				3,527.38	
FUNDER WELDING & DESIGN					
710	300 WEST STORM DRAIN PROJECT	12/11/2013	54-40-738 CAP OUTLAY-300 W STORM DRAIN	1,490.00	
Total FUNDER WELDING & DESIGN:				1,490.00	
GALL'S, INC.					
001433046	0005300561-JACKETS	01/02/2014	10-70-700 CAP OUTLAY-NONCAPITAL ASSETS	195.50	
Total GALL'S, INC.:				195.50	
GARRETT & COMPANY					
6738	EQUIPMENT MAINTENANCE	01/13/2014	20-40-252 EQUIPMENT MAINTENANCE	1,145.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total GARRETT & COMPANY:				1,145.00	
HIGHLAND GOLF					
21905	GOLF CARTS	12/18/2013	28-40-481 GOLF CARTS	34,076.00	
Total HIGHLAND GOLF:				34,076.00	
HILLYARD, INC.					
600979774	JANITORIAL SUPPLIES	12/30/2013	10-87-261 JANITORIAL SUPPLIES	114.14	
600979774	JANITORIAL SUPPLIES	12/30/2013	20-40-261 JANITORIAL SUPPLIES	118.24	
600979774	JANITORIAL SUPPLIES	12/30/2013	10-42-261 JANITORIAL SUPPLIES	94.20	
600979774	JANITORIAL SUPPLIES	12/30/2013	24-40-262 BUILDING & GROUND MAINTENANCE	78.36	
600979774	JANITORIAL SUPPLIES	12/30/2013	61-40-261 JANITORIAL SUPPLIES	58.42	
Total HILLYARD, INC.:				463.36	
HINTON BURDICK					
105897	AUDIT FEE FY 12/13	12/31/2013	53-56-311 AUDITING	1,500.00	
Total HINTON BURDICK:				1,500.00	
HONNEN EQUIPMENT					
535357	EXCAVATOR REPAIR	12/19/2013	10-79-252 EQUIPMENT MAINTENANCE	3,603.26	
535858	EXCAVATOR REPAIR	12/20/2013	10-79-252 EQUIPMENT MAINTENANCE	355.05	
Total HONNEN EQUIPMENT:				3,958.31	
IDEXX DISTRIBUTION					
274350842	174920-SUPPLIES	01/06/2014	53-56-312 TESTING	1,262.70	
Total IDEXX DISTRIBUTION:				1,262.70	
IHC WORKMED - CEDAR CITY					
CC2618778	1041137-DRUG TESTING	01/02/2014	10-44-137 DRUG TESTING	371.00	
CC2618778	1041137-EMPLOYEE HEALTH	01/02/2014	10-44-138 EMPLOYEE HEALTH	385.00	
Total IHC WORKMED - CEDAR CITY:				756.00	
INTERMOUNTAIN EMPLOYEE ASSISTANCE PROG					
123113	EAP PROGRAM	12/31/2013	10-41-132 EMPLOYEE INSURANCE	59.52	
123113	EAP PROGRAM	12/31/2013	10-42-132 EMPLOYEE INSURANCE	1.86	
123113	EAP PROGRAM	12/31/2013	10-44-132 EMPLOYEE INSURANCE	37.20	
123113	EAP PROGRAM	12/31/2013	10-60-132 EMPLOYEE INSURANCE	14.88	
123113	EAP PROGRAM	12/31/2013	10-70-132 EMPLOYEE INSURANCE	305.04	
123113	EAP PROGRAM	12/31/2013	10-73-132 EMPLOYEE INSURANCE	89.28	
123113	EAP PROGRAM	12/31/2013	10-75-132 EMPLOYEE INSURANCE	14.88	
123113	EAP PROGRAM	12/31/2013	10-76-132 EMPLOYEE INSURANCE	14.88	
123113	EAP PROGRAM	12/31/2013	10-77-132 EMPLOYEE INSURANCE	14.88	
123113	EAP PROGRAM	12/31/2013	10-78-132 EMPLOYEE INSURANCE	44.64	
123113	EAP PROGRAM	12/31/2013	10-79-132 EMPLOYEE INSURANCE	81.84	
123113	EAP PROGRAM	12/31/2013	10-81-132 EMPLOYEE INSURANCE	37.20	
123113	EAP PROGRAM	12/31/2013	10-83-132 EMPLOYEE INSURANCE	44.64	
123113	EAP PROGRAM	12/31/2013	10-84-132 EMPLOYEE INSURANCE	37.20	
123113	EAP PROGRAM	12/31/2013	10-87-132 EMPLOYEE INSURANCE	22.32	
123113	EAP PROGRAM	12/31/2013	10-90-132 EMPLOYEE INSURANCE	7.44	
123113	EAP PROGRAM	12/31/2013	10-92-132 EMPLOYEE INSURANCE	7.44	
123113	EAP PROGRAM	12/31/2013	20-40-132 EMPLOYEE INSURANCE	5.58	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
123113	EAP PROGRAM	12/31/2013	24-40-132 EMPLOYEE INSURANCE	7.44	
123113	EAP PROGRAM	12/31/2013	28-40-132 EMPLOYEE INSURANCE	29.76	
123113	EAP PROGRAM	12/31/2013	51-40-132 EMPLOYEE INSURANCE	81.84	
123113	EAP PROGRAM	12/31/2013	52-55-132 EMPLOYEE INSURANCE	29.76	
123113	EAP PROGRAM	12/31/2013	53-56-132 EMPLOYEE INSURANCE	44.64	
123113	EAP PROGRAM	12/31/2013	54-40-132 EMPLOYEE INSURANCE	7.44	
123113	EAP PROGRAM	12/31/2013	55-40-132 EMPLOYEE INSURANCE	22.32	
Total INTERMOUNTAIN EMPLOYEE ASSISTANCE PROG:				1,063.92	
INTERMOUNTAIN FARMERS					
1003293832	TRUCK WEIGHING	01/06/2014	55-40-610 SUNDRY	5.00	
1003299973	SUPPLIES	01/08/2014	53-56-262 BUILDING & GROUND MAINTENANCE	28.96	
1003306721	CLOTHING	01/10/2014	24-40-451 UNIFORM SERVICE	59.08	
Total INTERMOUNTAIN FARMERS:				93.04	
INTERWEST SUPPLY, INC.					
IN0044968	LOADER BLADES	01/10/2014	10-78-930 INVENTORY	547.04	
Total INTERWEST SUPPLY, INC.:				547.04	
IRON COUNTY AUDITOR					
DEC 2013	LANDFILL REM. - DEC 2014	01/16/2014	55-21312 COUNTY REMITTANCE PAYABLE	29,061.49	
Total IRON COUNTY AUDITOR:				29,061.49	
IRON COUNTY CLERK					
2013	2013 PRIMARY ELECTION	12/13/2013	10-41-330 ELECTIONS	8,564.53	
2013	2013 GENERAL ELECTION	12/13/2013	10-41-330 ELECTIONS	8,987.54	
Total IRON COUNTY CLERK:				17,552.07	
IRON COUNTY LANDFILL					
8951	LANDFILL - DEC 2013	01/07/2014	10-42-270 UTILITIES	3.45	
8951	LANDFILL - DEC 2013	01/07/2014	10-76-270 UTILITIES	1.73	
8951	LANDFILL - DEC 2013	01/07/2014	10-87-270 UTILITIES	3.45	
8951	LANDFILL - DEC 2013	01/07/2014	10-90-270 UTILITIES	8.63	
8951	LANDFILL - DEC 2013	01/07/2014	10-92-270 UTILITIES	3.45	
8951	LANDFILL - DEC 2013	01/07/2014	24-40-270 UTILITIES	8.63	
8951	LANDFILL - DEC 2013	01/07/2014	28-40-270 UTILITIES	12.08	
8951	LANDFILL - DEC 2013	01/07/2014	61-40-270 UTILITIES	3.45	
8951	LANDFILL - DEC 2013	01/07/2014	53-56-270 UTILITIES	161.27	
Total IRON COUNTY LANDFILL:				206.14	
IRON COUNTY RECORDER					
110728	OWNERSHIP PLATS	01/08/2014	10-81-240 OFFICE SUPPLIES & EXPENSE	200.00	
Total IRON COUNTY RECORDER:				200.00	
IRON COUNTY SCHOOL DISTRICT					
00000001	YOUTH BASKETBALL-CHS	01/08/2014	10-84-312 RECREATION PROGRAM SERVICES	1,975.00	
Total IRON COUNTY SCHOOL DISTRICT:				1,975.00	
JACK'S TIRE & OIL					
192096-14	TIRES	12/31/2013	10-78-930 INVENTORY	722.68	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total JACK'S TIRE & OIL:				722.68	
JENKINS OIL COMPANY					
0439642	GAS & OIL	12/18/2013	28-40-251 GAS & OIL	509.20	
0454973	GAS & OIL	01/10/2014	10-79-251 GAS & OIL	70.38	
0454978	GAS & OIL	01/09/2014	51-40-480 SPECIAL DEPARTMENT SUPPLIES	32.00	
0454980	GAS & OIL	01/09/2014	51-40-480 SPECIAL DEPARTMENT SUPPLIES	31.00	
0455832	GAS & OIL	01/06/2014	54-40-251 GAS & OIL	2,460.16	
0455844	GAS & OIL	01/15/2014	10-79-251 GAS & OIL	2,529.16	
Total JENKINS OIL COMPANY:				5,631.90	
KG SERVICES					
5535	REFRIGERATOR REPAIR	01/15/2014	10-92-252 EQUIPMENT MAINTENANCE	234.00	
Total KG SERVICES:				234.00	
L3 COMMUNICATIONS					
0207597-IN	MONITOR REPAIR	01/09/2014	10-70-458 SMALL TOOLS	140.15	
0207620-IN	INK FOR L3 PRINTER	01/09/2014	10-70-242 PRINTING	56.95	
Total L3 COMMUNICATIONS:				197.10	
LEGACY EQUIPMENT					
62132	SUPPLIES	12/18/2013	10-78-930 INVENTORY	238.48	
Total LEGACY EQUIPMENT:				238.48	
LYLE SIGNS, INC					
1154951	SIGNS	01/01/2014	10-78-930 INVENTORY	300.00	
Total LYLE SIGNS, INC:				300.00	
MARSHALL & EVANS ELECTRIC					
2921	DECORATIVE/SAFETY LIGHTING PRO	01/02/2014	57-40-730 CAP OUTLAY-IMPROVEMENTS	64,028.24	
Total MARSHALL & EVANS ELECTRIC:				64,028.24	
MAXWELL PRODUCTS, INC.					
1921	ELASTOFLEX 65	01/06/2014	10-79-288 MAINTENANCE-CRACK SEALING	22,408.92	
Total MAXWELL PRODUCTS, INC.:				22,408.92	
MICROMARKETING LLC ATTN: AR					
509216	15980-YOUNG ADULT BOOKS	12/18/2013	10-87-482 BOOKS-YOUNG ADULT	19.99	
509674	15980-YOUNG ADULT BOOKS	12/19/2013	10-87-482 BOOKS-YOUNG ADULT	53.67	
509886	15980-GENERAL COLLECTION	12/20/2013	10-87-481 BOOKS-GENERAL COLLECTION	29.99	
510054	15980-GENERAL COLLECTION	12/20/2013	10-87-481 BOOKS-GENERAL COLLECTION	146.94	
510063	15980-YOUNG ADULT BOOKS	12/20/2013	10-87-482 BOOKS-YOUNG ADULT	86.99	
510316	15980-GENERAL COLLECTION	12/23/2013	10-87-481 BOOKS-GENERAL COLLECTION	78.21	
510376	15980-YOUNG ADULT BOOKS	12/27/2013	10-87-482 BOOKS-YOUNG ADULT	25.78	
Total MICROMARKETING LLC ATTN: AR:				441.57	
MJG, INC.					
4430	MAINTENANCE TESTS	01/02/2014	10-79-265 MAINTENANCE-RAILROAD	750.00	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total MJG, INC.:				750.00	
MODERN DISPLAY SERVICE, INC.					
656379	8679408-HOLIDAY DECOR	12/12/2013	10-53-670 CHRISTMAS LIGHTS	1,445.50	
Total MODERN DISPLAY SERVICE, INC.:				1,445.50	
MONSEN ENGINEERING, INC.					
499567	2065-SURVEY EQUIPMENT REPAIR	12/13/2013	10-81-252 EQUIPMENT MAINTENANCE	133.04	
Total MONSEN ENGINEERING, INC.:				133.04	
MOTOROLA SOLUTIONS, INC.					
76629706	1036358225 0001-PAGER REPAIR	01/03/2014	10-73-252 EQUIPMENT MAINTENANCE	156.00	
Total MOTOROLA SOLUTIONS, INC.:				156.00	
MOUNTAIN WEST COMPUTERS					
38504	BAR CODE SCANNER	11/21/2013	10-87-252 EQUIPMENT MAINTENANCE	150.00	
38977	ANNUAL SERVICE	01/01/2014	10-87-312 COMPUTER & TECH CONTRACTS	1,500.00	
39102	PRINTERS & ADAPTORS	01/09/2014	10-70-741 CAP OUTLAY-VEHICLES	716.00	
Total MOUNTAIN WEST COMPUTERS:				2,366.00	
NORTH AMERICAN ENVELOPE & PRINTING					
18294	LETTERHEAD	01/10/2014	10-41-240 OFFICE SUPPLIES & EXPENSE	418.75	
Total NORTH AMERICAN ENVELOPE & PRINTING:				418.75	
NORTHFORK DRYWALL					
6	CLUBHOUSE RENOVATION	12/20/2013	28-40-730 CAP OUTLAY - IMPROVEMENTS	3,860.00	
Total NORTHFORK DRYWALL:				3,860.00	
NUCO2					
40708482	CHEMICALS	01/07/2014	20-40-254 CHEMICALS	327.13	
Total NUCO2:				327.13	
PREMIER VEHICLE INSTALLATION					
14700	EQUIPMENT-(2) NEW VEHICLES	12/06/2013	10-70-741 CAP OUTLAY-VEHICLES	11,540.00	
Total PREMIER VEHICLE INSTALLATION:				11,540.00	
QUESTAR GAS					
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	10-42-270 UTILITIES	1,245.89	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	10-73-270 UTILITIES	1,507.66	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	10-87-270 UTILITIES	637.12	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	10-92-270 UTILITIES	3,405.00	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	20-40-270 UTILITIES	18,199.41	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	28-40-270 UTILITIES	949.21	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	52-55-270 UTILITIES	66.70	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	53-56-270 UTILITIES	8,979.25	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	10-73-270 UTILITIES	410.09	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	10-76-270 UTILITIES	233.80	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	10-90-270 UTILITIES	275.71	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	20-40-270 UTILITIES	16,120.69	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	22-40-270 UTILITIES	691.43	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	24-40-270 UTILITIES	1,463.32	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	52-55-270 UTILITIES	43.82	
JAN 2014	NTRL GAS- JAN 2014	01/15/2014	61-40-270 UTILITIES	1,200.87	
Total QUESTAR GAS:				55,429.97	
R-57 ELECTRIC					
1029	OUTLET REPAIR	12/11/2013	10-79-267 MAINTENANCE-SNOW REMOVAL	102.85	
Total R-57 ELECTRIC:				102.85	
RICE MACHINE WORKS					
01105	0208-REBUILD BOWLS ENOCH #3	12/30/2013	51-40-255 WATER SYSTEM MAINTENANCE	5,225.41	
01110	0208-SPLSBURY BOOSTER PUMP	12/30/2013	51-40-255 WATER SYSTEM MAINTENANCE	2,394.12	
Total RICE MACHINE WORKS:				7,619.53	
ROCKY MOUNTAIN POWER					
DEC 2013	POWER BILL-DEC 2013	01/03/2014	10-42-270 UTILITIES	2,828.80	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	10-53-635 FESTIVAL PROMOTIONS	55.48	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	10-60-270 UTILITIES	407.94	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	10-73-270 UTILITIES	1,899.09	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	10-76-270 UTILITIES	218.06	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	10-79-272 UTILITIES-RAIL ROAD CROSSING	58.32	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	10-79-271 UTILITIES-STREET LIGHTING	8,055.50	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	10-83-270 UTILITIES	3,033.40	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	10-87-270 UTILITIES	2,091.80	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	10-90-270 UTILITIES	381.34	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	10-92-270 UTILITIES	6,438.78	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	20-40-270 UTILITIES	12,835.70	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	22-40-270 UTILITIES	218.91	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	24-40-270 UTILITIES	3,776.49	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	28-40-270 UTILITIES	710.02	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	51-40-270 UTILITIES	29,804.70	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	52-55-270 UTILITIES	2,140.27	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	53-56-270 UTILITIES	21,789.92	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	55-40-270 UTILITIES	12.01	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	56-41-270 UTILITIES	506.54	
DEC 2013	POWER BILL-DEC 2013	01/03/2014	61-40-270 UTILITIES	2,004.05	
Total ROCKY MOUNTAIN POWER:				99,267.12	
ROCKY MOUNTAIN TRANSIT & LASER					
88899	COPIER & PLOTTER SUPPLIES	01/15/2014	10-81-240 OFFICE SUPPLIES & EXPENSE	155.00	
Total ROCKY MOUNTAIN TRANSIT & LASER:				155.00	
ROCKY RIDGE ROLL-OFFS, INC.					
5962	GARBAGE DISPOSAL	01/10/2014	10-83-262 BUILDING & GROUND MAINTENANCE	350.00	
Total ROCKY RIDGE ROLL-OFFS, INC.:				350.00	
ROSS EQUIPMENT CO., INC.					
00099584	003017-REPAIR SCBA	01/14/2014	10-73-252 EQUIPMENT MAINTENANCE	166.90	
Total ROSS EQUIPMENT CO., INC.:				166.90	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
ROYAL WHOLESALE ELECTRIC					
0980-491364	ELECTRIC SUPPLY	12/27/2013	43-40-734 CAP OUTLAY-RUNWAY REHAB	1,178.00	
Total ROYAL WHOLESALE ELECTRIC:				1,178.00	
RURAL WATER ASSOC OF UTAH					
011014	RWAU ANNUAL CONFERENCE REGS	01/10/2014	53-56-230 TRAVEL & TRAINING	840.00	
Total RURAL WATER ASSOC OF UTAH:				840.00	
RUSH TRUCK CENTERS					
215-271771	PARTS	12/04/2013	10-78-930 INVENTORY	172.84	
215-271845	PARTS	12/10/2013	10-78-930 INVENTORY	128.98	
215-271944	PARTS	12/16/2013	10-78-930 INVENTORY	134.40	
Total RUSH TRUCK CENTERS:				436.22	
SAFETY SUPPLY & SIGN CO., INC.					
140827	REPLACEMENT BULBS	10/11/2013	24-40-252 EQUIPMENT MAINTENANCE	247.60	
Total SAFETY SUPPLY & SIGN CO., INC.:				247.60	
SCHLINDLER ELEVATOR CORPORATION					
9170038682	ELEVATOR SERVICE	12/31/2013	24-40-262 BUILDING & GROUND MAINTENANCE	90.00	
9170038682	ELEVATOR SERVICE	12/31/2013	10-42-262 BUILDING & GROUND MAINTENANCE	90.00	
9170038682	ELEVATOR SERVICE	12/31/2013	10-92-262 BUILDING & GROUND MAINTENANCE	270.00	
9170038682	ELEVATOR SERVICE	12/31/2013	56-41-262 BUILDING & GROUND MAINTENANCE	180.00	
9170038682	ELEVATOR SERVICE	12/31/2013	20-40-262 BUILDING & GROUND MAINTENANCE	90.00	
Total SCHLINDLER ELEVATOR CORPORATION:				720.00	
SCHMIDT CONSTRUCTION					
09469	COVE DRIVE BLOCK WALL	01/15/2014	44-40-730 CAP OUTLAY-CROSS HOLLOWS ROAD	3,400.00	
Total SCHMIDT CONSTRUCTION:				3,400.00	
SCHOLZEN PRODUCTS COMPANY					
857507	100592-MISCELLANEOUS SUPPLIES	01/07/2014	51-40-255 WATER SYSTEM MAINTENANCE	166.00	
857687	100592-MISCELLANEOUS SUPPLIES	01/08/2014	51-40-255 WATER SYSTEM MAINTENANCE	402.48	
859093	100592-MISCELLANEOUS SUPPLIES	01/14/2014	51-40-255 WATER SYSTEM MAINTENANCE	445.05	
859356	100592-MISCELLANEOUS SUPPLIES	01/15/2014	51-40-255 WATER SYSTEM MAINTENANCE	86.00	
Total SCHOLZEN PRODUCTS COMPANY:				1,099.53	
SOUTHERN UTAH LUMBER					
067467	8100-SUPPLIES	11/30/2013	10-79-410 SPECIAL DEPARTMENT SUPPLIES	140.93	
067733	8100-SUPPLIES	01/03/2014	10-79-410 SPECIAL DEPARTMENT SUPPLIES	86.96	
Total SOUTHERN UTAH LUMBER:				227.89	
SPECTRUM					
2000021171	06100014 000-L9013 BOA	12/27/2013	10-41-220 PUBLIC NOTICES	132.63	
2000023314	06100014 000-L9157 NOTICE OF HEAR	01/02/2014	10-41-220 PUBLIC NOTICES	225.70	
2000023497	06100014 000-L9166 NOTICE OF HEAR	01/06/2014	10-41-220 PUBLIC NOTICES	37.68	
2000023616	06100014 000-L9170 EMPLOYMENT A	01/08/2014	53-56-220 PUBLIC NOTICES	69.92	
L9071	06100014 000-L9071 BOA	12/10/2013	10-41-220 PUBLIC NOTICES	53.80	
LIGHTING CEREM	06100014 000-LIGHTING CEREMONY	11/22/2013	10-41-220 PUBLIC NOTICES	153.60	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total SPECTRUM:				673.33	
SPENCER ASPHALT MAINTENANCE					
2386	CHIP SEAL CRACK SEAL	01/16/2014	10-79-268 MAINTENANCE-CRACK SEALING	8,722.00	
Total SPENCER ASPHALT MAINTENANCE:				8,722.00	
STATE OF UTAH-DAS/ITS					
406R0020045	PROGRAMMING OF 5 RADIOS	12/31/2013	76-40-210 EQUIPMENT, SUPPLIES, OPERATING	50.00	
Total STATE OF UTAH-DAS/ITS:				50.00	
STOTZ EQUIPMENT CO., LLC					
E00166	GATOR	12/23/2013	10-90-740 CAP OUTLAY-EQUIPMENT	7,275.00	
Total STOTZ EQUIPMENT CO., LLC:				7,275.00	
SUNROC CORPORATION					
40234424	CEDCI-SLURRY/ASPHALT/BASE	01/07/2014	51-40-255 WATER SYSTEM MAINTENANCE	550.00	
40234895	CEDCI-SLURRY/ASPHALT/BASE	06/18/2009	51-40-255 WATER SYSTEM MAINTENANCE	385.00	
40235158	CEDCI-SLURRY/ASPHALT/BASE	01/10/2014	51-40-255 WATER SYSTEM MAINTENANCE	220.00	
Total SUNROC CORPORATION:				1,155.00	
SUPERIOR FILTRATION PRODUCTS					
SO32433	FILTERS	01/07/2014	10-42-262 BUILDING & GROUND MAINTENANCE	68.35	
SO32433	FILTERS	01/07/2014	20-40-262 BUILDING & GROUND MAINTENANCE	656.90	
SO32433	FILTERS	01/07/2014	10-87-262 BUILDING & GROUND MAINTENANCE	160.90	
SO32433	FILTERS	01/07/2014	24-40-262 BUILDING & GROUND MAINTENANCE	160.90	
Total SUPERIOR FILTRATION PRODUCTS:				1,047.05	
SUU ACCOUNTS RECEIVABLE					
S0025610	WATER LAB TESTING	01/06/2014	51-40-255 WATER SYSTEM MAINTENANCE	300.00	
S0025646	WATER LAB TESTING	01/07/2014	51-40-255 WATER SYSTEM MAINTENANCE	80.00	
Total SUU ACCOUNTS RECEIVABLE:				380.00	
SYSCO LAS VEGAS INC.					
401170474 1	CONCESSION MERCHANDISE	01/17/2014	20-40-482 MERCHANDISE-CONCESSIONS	517.80	
Total SYSCO LAS VEGAS INC.:				517.80	
TACTEC					
13274	CABLE	12/10/2013	51-40-480 SPECIAL DEPARTMENT SUPPLIES	63.00	
13305	INSTALL NEW CABLE	12/16/2013	51-40-480 SPECIAL DEPARTMENT SUPPLIES	301.00	
13309	RADIO MAINTENANCE	01/13/2014	10-70-255 MAINTENANCE-RADIOS	100.00	
Total TACTEC:				464.00	
TECHNOLOGY NET CO., LLC					
3111	COMP SURVEY SUBSCRIPTION	01/01/2014	10-44-210 SUBSCRIPTIONS & MEMBERSHIPS	450.00	
Total TECHNOLOGY NET CO., LLC:				450.00	
THATCHER COMPANY					
1326839	0309700-CHEMICALS	01/06/2014	53-56-254 CHEMICALS	4,485.60	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total THATCHER COMPANY:				4,485.60	
THE ADAMS COMPANIES, LLC					
1402	FEE EST. ENGINEERING FAA FUNDE	01/06/2014	43-40-734 CAP OUTLAY-RUNWAY REHAB	2,000.00	
Total THE ADAMS COMPANIES, LLC:				2,000.00	
THE KEY MAKER LOCKSMITH SVC					
16230	HOSPITAL FOB KEYS	01/07/2014	10-70-450 SPECIAL PUBLIC SAFETY SUPPLIES	136.40	
Total THE KEY MAKER LOCKSMITH SVC:				136.40	
THE LIBRARY CORPORATION					
2014030090	240103-SUPPORT SCANNER & ITS MA	12/19/2013	10-87-312 COMPUTER & TECH CONTRACTS	2,055.00	
Total THE LIBRARY CORPORATION:				2,055.00	
TURN SECURE SHREDDING					
0810	SHREDDING	01/13/2014	10-41-240 OFFICE SUPPLIES & EXPENSE	35.00	
Total TURN SECURE SHREDDING:				35.00	
UAOA					
SPRING 2014	MEMBERSHIP & CONFERENCE	01/16/2014	24-40-230 TRAVEL & TRAINING	250.00	
Total UAOA:				250.00	
UNIFIRST CORPORATION					
352 0323534	UNIFORM SERVICE	01/08/2014	10-78-451 UNIFORM SERVICE	90.59	
352 0323663	UNIFORM SERVICES	01/10/2014	53-56-451 UNIFORM SERVICE	84.98	
352 0323663	MATS & MOPS	01/10/2014	53-56-262 BUILDING & GROUND MAINTENANCE	21.56	
352 0324033	UNIFORM SERVICE	01/15/2014	10-78-451 UNIFORM SERVICE	88.94	
352 0324519	UNIFORM SERVICE	01/22/2014	10-78-451 UNIFORM SERVICE	88.94	
Total UNIFIRST CORPORATION:				375.01	
UPPER CASE PRINTING, INK.					
7788	NEWSLETTERS	01/07/2014	10-41-221 NEWSLETTER	492.64	
Total UPPER CASE PRINTING, INK.:				492.64	
UT ANIMAL CONTROL OFC. ASSN.					
2014	TRAINING & MEMBERSHIP FEES	01/17/2014	10-76-230 TRAVEL & TRAINING	450.00	
Total UT ANIMAL CONTROL OFC. ASSN.:				450.00	
UTAH LOCAL GOVERNMENTS TRUST					
1473495	1057.0 WKRS COMP	01/14/2014	10-41-134 WORKERS COMPENSATION	307.50	
1473495	1057.0 WKRS COMP	01/14/2014	10-42-134 WORKERS COMPENSATION	21.88	
1473495	1057.0 WKRS COMP	01/14/2014	10-44-134 WORKERS COMPENSATION	230.32	
1473495	1057.0 WKRS COMP	01/14/2014	10-60-134 WORKERS COMPENSATION	99.66	
1473495	1057.0 WKRS COMP	01/14/2014	10-70-134 WORKERS COMPENSATION	2,462.43	
1473495	1057.0 WKRS COMP	01/14/2014	10-73-134 WORKERS COMPENSATION	852.01	
1473495	1057.0 WKRS COMP	01/14/2014	10-75-134 WORKERS COMPENSATION	148.89	
1473495	1057.0 WKRS COMP	01/14/2014	10-76-134 WORKERS COMPENSATION	130.66	
1473495	1057.0 WKRS COMP	01/14/2014	10-77-134 WORKERS COMPENSATION	105.13	
1473495	1057.0 WKRS COMP	01/14/2014	10-78-134 WORKERS COMPENSATION	304.46	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
1473495	1057.0 WKRS COMP	01/14/2014	10-79-134 WORKERS COMPENSATION	437.55	
1473495	1057.0 WKRS COMP	01/14/2014	10-81-134 WORKERS COMPENSATION	483.13	
1473495	1057.0 WKRS COMP	01/14/2014	10-83-134 WORKERS COMPENSATION	419.93	
1473495	1057.0 WKRS COMP	01/14/2014	10-84-134 WORKERS COMPENSATION	154.36	
1473495	1057.0 WKRS COMP	01/14/2014	10-87-134 WORKERS COMPENSATION	26.13	
1473495	1057.0 WKRS COMP	01/14/2014	10-90-134 WORKERS COMPENSATION	64.42	
1473495	1057.0 WKRS COMP	01/14/2014	10-92-134 WORKERS COMPENSATION	127.62	
1473495	1057.0 WKRS COMP	01/14/2014	20-40-134 WORKERS COMPENSATION	119.72	
1473495	1057.0 WKRS COMP	01/14/2014	22-40-134 WORKERS COMPENSATION	3.04	
1473495	1057.0 WKRS COMP	01/14/2014	24-40-134 WORKERS COMPENSATION	121.54	
1473495	1057.0 WKRS COMP	01/14/2014	28-40-134 WORKERS COMPENSATION	191.43	
1473495	1057.0 WKRS COMP	01/14/2014	51-40-134 WORKERS COMPENSATION	773.00	
1473495	1057.0 WKRS COMP	01/14/2014	52-55-134 WORKERS COMPENSATION	235.79	
1473495	1057.0 WKRS COMP	01/14/2014	53-56-134 WORKERS COMPENSATION	473.40	
1473495	1057.0 WKRS COMP	01/14/2014	54-40-134 WORKERS COMPENSATION	127.01	
1473495	1057.0 WKRS COMP	01/14/2014	55-40-134 WORKERS COMPENSATION	400.48	
1473495	1057.0 WKRS COMP	01/14/2014	61-40-134 WORKERS COMPENSATION	12.39	

Total UTAH LOCAL GOVERNMENTS TRUST:

8,833.88

UTAH STATE RETIREMENT BOARD

DEC 2013	LONG TERM DISABILITY	01/09/2014	10-41-132 EMPLOYEE INSURANCE	207.05	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-42-132 EMPLOYEE INSURANCE	3.90	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-44-132 EMPLOYEE INSURANCE	122.83	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-60-132 EMPLOYEE INSURANCE	49.71	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-70-132 EMPLOYEE INSURANCE	731.85	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-75-132 EMPLOYEE INSURANCE	46.92	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-76-132 EMPLOYEE INSURANCE	43.05	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-77-132 EMPLOYEE INSURANCE	35.00	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-78-132 EMPLOYEE INSURANCE	111.78	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-79-132 EMPLOYEE INSURANCE	159.64	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-81-132 EMPLOYEE INSURANCE	141.74	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-83-132 EMPLOYEE INSURANCE	80.27	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-84-132 EMPLOYEE INSURANCE	61.36	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-87-132 EMPLOYEE INSURANCE	77.98	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-90-132 EMPLOYEE INSURANCE	20.28	
DEC 2013	LONG TERM DISABILITY	01/09/2014	10-92-132 EMPLOYEE INSURANCE	40.81	
DEC 2013	LONG TERM DISABILITY	01/09/2014	20-40-132 EMPLOYEE INSURANCE	20.91	
DEC 2013	LONG TERM DISABILITY	01/09/2014	24-40-132 EMPLOYEE INSURANCE	37.71	
DEC 2013	LONG TERM DISABILITY	01/09/2014	28-40-132 EMPLOYEE INSURANCE	58.49	
DEC 2013	LONG TERM DISABILITY	01/09/2014	51-40-132 EMPLOYEE INSURANCE	200.11	
DEC 2013	LONG TERM DISABILITY	01/09/2014	52-55-132 EMPLOYEE INSURANCE	72.38	
DEC 2013	LONG TERM DISABILITY	01/09/2014	53-56-132 EMPLOYEE INSURANCE	111.09	
DEC 2013	LONG TERM DISABILITY	01/09/2014	54-40-132 EMPLOYEE INSURANCE	17.50	
DEC 2013	LONG TERM DISABILITY	01/09/2014	55-40-132 EMPLOYEE INSURANCE	50.20	

Total UTAH STATE RETIREMENT BOARD:

2,502.56

UTAH STATE TAX COMMISSION

DEC 2013	SALES TAX DEC 2013	01/21/2014	10-36-400 SALE OF FIXED ASSETS	7.83	
DEC 2013	SALES TAX DEC 2013	01/21/2014	10-21315 SALES TAX PAYABLE	26.26	
DEC 2013	SALES TAX DEC 2013	01/21/2014	10-34-754 CROSS HOLLOW CENTER USE FEES	122.68	
DEC 2013	SALES TAX DEC 2013	01/21/2014	10-41-612 SALES TAX	37.31	
DEC 2013	SALES TAX DEC 2013	01/21/2014	20-40-612 SALES TAX	1,178.24	
DEC 2013	SALES TAX DEC 2013	01/21/2014	28-40-612 SALES TAX	343.28	
DEC 2013	SALES TAX DEC 2013	01/21/2014	55-40-612 SALES TAX	98.53	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total UTAH STATE TAX COMMISSION:				1,814.13	
UTAH STATE TREASURER					
2013	UNCLAIMED PROPERTY REPORT FO	01/16/2014	10-21314 UNCLAIMED PROPERTY PAYABLE	586.30	
Total UTAH STATE TREASURER:				586.30	
UTAH UC FUND					
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-41-135 UNEMPLOYMENT INSURANCE	270.97	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-42-135 UNEMPLOYMENT INSURANCE	166.06	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-44-135 UNEMPLOYMENT INSURANCE	83.22	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-60-135 UNEMPLOYMENT INSURANCE	57.37	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-70-135 UNEMPLOYMENT INSURANCE	577.20	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-73-135 UNEMPLOYMENT INSURANCE	763.48	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-76-135 UNEMPLOYMENT INSURANCE	226.49	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-77-135 UNEMPLOYMENT INSURANCE	106.72	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-78-135 UNEMPLOYMENT INSURANCE	127.18	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-79-135 UNEMPLOYMENT INSURANCE	425.17	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-81-135 UNEMPLOYMENT INSURANCE	30.50	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-83-135 UNEMPLOYMENT INSURANCE	511.30	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-84-135 UNEMPLOYMENT INSURANCE	277.90	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-87-135 UNEMPLOYMENT INSURANCE	429.52	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-90-135 UNEMPLOYMENT INSURANCE	44.23	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	10-92-135 UNEMPLOYMENT INSURANCE	196.45	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	20-40-135 UNEMPLOYMENT INSURANCE	895.54	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	22-40-135 UNEMPLOYMENT INSURANCE	216.89	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	24-40-135 UNEMPLOYMENT INSURANCE	150.62	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	28-40-135 UNEMPLOYMENT INSURANCE	427.80	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	51-40-135 UNEMPLOYMENT INSURANCE	301.77	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	52-55-135 UNEMPLOYMENT INSURANCE	46.06	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	53-56-135 UNEMPLOYMENT INSURANCE	37.55	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	54-40-135 UNEMPLOYMENT INSURANCE	17.40	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	55-40-135 UNEMPLOYMENT INSURANCE	127.19	
2013 Q4	UNEMPLOYMENT TAXES	01/09/2014	76-40-135 UNEMPLOYMENT INSURANCE	8.61	
Total UTAH UC FUND:				6,523.19	
VISA					
JAN 2014	4144 7110 003 4232 -CHRISTMAS PAR	01/02/2014	10-41-610 SUNDRY	1,041.85	
Total VISA:				1,041.85	
WARNER TRUCK CENTER					
932456	17953-PARTS	12/03/2013	10-78-930 INVENTORY	242.04	
934300	17953-PARTS	12/10/2013	10-78-930 INVENTORY	117.94	
936268	17953-PARTS	12/18/2013	10-78-930 INVENTORY	714.67	
CM934300	17953-PARTS	12/16/2013	10-78-930 INVENTORY	(108.94)	
Total WARNER TRUCK CENTER:				965.71	
WAXIE SANITARY SUPPLY					
74185475	JANITORIAL SUPPLIES	09/27/2013	10-87-261 JANITORIAL SUPPLIES	96.54	
74185475	JANITORIAL SUPPLIES	09/27/2013	61-40-261 JANITORIAL SUPPLIES	87.68	
74185475	JANITORIAL SUPPLIES	09/27/2013	24-40-261 JANITORIAL SUPPLIES	33.06	
74264166	JANITORIAL SUPPLIES	11/08/2013	10-92-261 JANITORIAL SUPPLIES	588.26	
74339003	JANITORIAL SUPPLIES	12/23/2013	10-87-261 JANITORIAL SUPPLIES	191.72	

Invoice Number	Description	Invoice Date	GL Account and Title	Net Invoice Amount	Date Paid
Total WAXIE SANITARY SUPPLY:				997.26	
WEIDNER & ASSOCIATES					
105868	DOOR STOPS	01/06/2014	10-73-450 SPECIAL PUBLIC SAFETY SUPPLIES	46.07	
Total WEIDNER & ASSOCIATES:				46.07	
WHEELER MACHINERY COMPANY					
CEC056496	015002-PARTS	01/14/2014	10-78-930 INVENTORY	44.88	
CEC056496A	015002-PARTS	01/14/2014	10-78-930 INVENTORY	211.04	
Total WHEELER MACHINERY COMPANY:				255.92	
ZION PLUMBING					
16909	ICE SKATING RINK	12/12/2013	41-40-790 CAP OUTLAY-RAP TAX	335.55	
Total ZION PLUMBING:				335.55	
Grand Totals:				483,469.86	

Dated: _____

Mayor: _____

City Council: _____

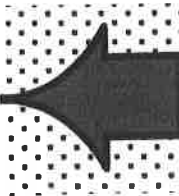
City Recorder: Renon SavageCity Treasurer: Wendy C. Boush

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.



CEDAR CITY COUNCIL
AGENDA ITEMS IV - 12
DECISION PAPER

TO: Mayor and City Council

FROM: Paul Bittmenn

DATE: January 23, 2014

SUBJECT: Jones development agreement and Coal Creek development agreement..

DISCUSSION:

Attached are two (2) development agreements. One for the Jones family (HOMERS) and the other for Coal Creek Irrigation Company (COAL CREEK). This is to accommodate their request that we split the two transactions up in hopes they can close and sell lots.

The agreements are not complete. They need information related to legal descriptions and corporate structure. Staff has sent the agreements to the real estate agent and engineer working with both of the entities to try to get the information.

So, if the council is so inclined to approve the development agreement related to the Jones property please include a provision in your motion that the minor lot subdivision not be completed until after the development agreement is recorded.

Likewise, if the council is so inclined to approve the development agreement related to the Coal Creek Irrigation property please include a provision in your motion that the minor lot subdivision not be completed until after the development agreement is recorded.

I think this will give the City the tools it needs to require the improvements in the future.

Thanks.

DEVELOPMENT AGREEMENT

DELAYING INSTALLATION OF INFRASTRUCTURE IMPROVEMENTS

This agreement is entered into on the ____ day of _____, 2013, between Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as CITY; and Homers Boys, LLC, a _____ Corporation, hereinafter referred to as HOMERS.

Comment [P1]: Homers Boys, LLC is not listed on the department of commercial code web page. What state are they incorporated in?

WHEREAS, HOMERS owns approximately 22.61 acres of real property located within the boundaries of CITY, hereafter referred to as HOMERS PROPERTY. Said property is identified by Iron County Account Number 0140225, Iron County Parcel Number B-1319-0000-0000, and the following legal description:

Comment [P2]: We need a legal description for the entire HOMERS parcel prior to the minor lot subdivision taking place

WHEREAS, HOMERS has approached CITY with a plan to subdivide its property for future development; and

WHEREAS, CITY's ordinance and engineering standards require installation of public infrastructure improvements such as curb, gutter, sidewalk, road, water, storm drain, streetlights, and sewer concurrent with subdivision; and

WHEREAS, HOMERS above described property is located in an area of CITY where the future development will necessitate off-site improvements to CITY infrastructure; and

WHEREAS, in order to facilitate the subdivision and future development of HOMERS property and pursuant to the authority under Cedar City Ordinance 26-III-11 CITY desires to enter this development agreement to delay the installation of infrastructure improvements.

NOW THEREFORE it is hereby agreed by CITY and HOMERS that mutual consideration exists to support the formation of this agreement.

NOW THEREFORE CITY and HOMERS hereby agree to the following:

1. PUBLIC INFRASTRUCTURE IMPROVEMENTS.

A. The public infrastructure improvements on HOMERS property include all public improvements such as curb, gutter, sidewalk, street lights, storm drain, road improvements, water lines, sewer lines, and any other public infrastructure pursuant to CITY's ordinances, engineering standards, fire codes, building codes, or any other applicable rule of general application adopted by CITY in effect at the time a building permit is issued.

B. The public infrastructure improvements on HOMERS property include on-site improvements and off-site improvements to public infrastructure pursuant to CITY's ordinances, engineering standards, fire codes, building codes, or any other applicable rule of general application adopted by CITY in effect at the time a building permit is issued. By way of example and not by way of limitation, such as off-site improvements may include improvements to CITY's water system necessary to provide water and/or fire protection for the property.

C. When the building permit is pulled for any lots that are or may hereafter be created on the HOMERS property, CITY will notify the person or entity requesting the building permit of the necessary public infrastructure improvements for each lot. The public infrastructure improvements must be completed, inspected, and accepted by CITY prior to the issuance of a certificate of occupancy.

D. The owner of the lot will warrant that the installed public improvements are fit for the purpose for which they were constructed for a period of one (1) year. Any defects in workmanship, materials, or construction will be replaced by the property owner at the property owner's expense during the warranty period.

2. CREATION OF A LOCAL DISTRICT

A. From time to time CITY may seek to create a local district pursuant to the provisions of Title 17B of the Utah Code for the financing and construction of public infrastructure improvements upon the HOMERS property. The local district may assess a proportionate share of the cost for the improvements to the owner of the property and place a lien upon the property until the proportionate share of the improvements is paid. The right to protest the creation of the local district is hereby irrevocably waived, and this waiver is a condition that shall run with the land and bind future land owners.

3. MISCELLANEOUS

A. Choice of Law. This development agreement shall be interpreted pursuant to the provisions of the law of the State of Utah.

B. Venue and Jurisdiction. In case court action is initiated related to the provisions of this agreement venue is vested in the 5th Judicial District Court in and for Iron County and Jurisdiction is vested in the District Courts in and for the State of Utah.

C. Recording. This agreement is intended to be recorded on the title to the herein described property. All rights, duties, responsibilities, waivers, warranties, and other provisions contained herein are intended to run with the land and serve to bind present and future owners.

D. Ability to enter agreement. The persons signing this agreement on behalf of their respective entities do so with the intent to bind their respective entities and do so after having received approval pursuant to the rules established by their respective entities.

E. Interpretation. This written document and the documents referenced herein constitute the entire agreement. No prior, contemporary, or future written or oral representations not contained in this document and the documents referenced herein shall be binding.

F. Amendment. This agreement may only be amended by a written agreement duly adopted and signed by CITY and all owners of property within the HOMERS property at the time the amendment is negotiated. No amendment shall be effective unless it is duly recorded on the title to the HOMERS property .

G. Termination. This agreement is intended to run with the title to the property to the herein described property. It is intended to allow the current subdivision of the herein described property and preserve the duty of the property owners to install public infrastructure. The agreement shall not terminate until the following have occurred: (1) the public infrastructure is installed; (2) the public infrastructure is accepted by CITY; (3) the one (1) year warranty period has expired as to the original public infrastructure improvements and any warranty work, and; (4) the completion of any action to enforce the provisions contained herein. This agreement shall automatically terminate as to any individual lot once all of the conditions in this paragraph have been satisfied. The termination of this agreement on an individual lot shall not be deemed to be a termination of this agreement on the other lots. Each lot must satisfy the terms and conditions contained in this paragraph to terminate the provisions of this agreement.

H. Headings. The headings contained herein are for the aid of the reader and are not intended to be substantive provisions of this agreement.

I. Attorney fees. In the event of a dispute related to the provisions contained herein each party shall pay their own attorney fees and costs.

Remainder of page intentionally left blank.

CITY's signature page.

Dated this ____ day of _____, 2014.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2014, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

HOMERS' signature page.

Dated this ____ day of _____, 2014.

Signature of authorized representative

Print name and title of authorized
representative

STATE OF UTAH)
 :ss.
COUNTY OF IRON)

On this ____ day of _____, 2014, personally appeared before me
who duly acknowledged to me that ___he signed the above and foregoing document.

NOTARY PUBLIC

DEVELOPMENT AGREEMENT

DELAYING INSTILLATION OF INFRASTRUCTURE IMPROVEMENTS

This agreement is entered into on the ____ day of _____, 2013, between Cedar City Corporation, a Utah municipal corporation and political subdivision, hereinafter referred to as CITY; and Coal Creek Irrigation Company, a _____ Corporation, hereinafter referred to as COAL CREEK.

Comment [P1]: A check of the Utah Department of Commerce shows Coal Creek Irrigation Company expired in 2001. Is Coal Creek Irrigation incorporated in some other state?

WHEREAS, COAL CREEK owns approximately 33.26 acres of real property located within the boundaries of CITY. Said property is identified by Iron County Account Number 0140639 and Iron County Parcel Number B-1293-0000-0000. The entire 33.26 acre parcel of property is more particularly described as follows:

Comment [P2]: I need a legal description for the entire 33.26 acre parcel of land. Thanks.

WHEREAS, a portion of COAL CREEK's property containing approximately 2.841 acres is proposed to be subdivided from the above described property. This agreement is intended to be recorded on the title to the above described property prior to any subdivision of the above described property, but the provisions of this agreement are only intended to apply to the smaller 2.841 acre parcel which is more particularly described as:

Comment [P3]: We need a legal description for the 2.841 acre portion of Coal Creek Irrigation's property that is proposed to be subdivided from the 33.26 acre total parcel.

WHEREAS, COAL CREEK have approached CITY with a plan to subdivide the 2.841 acre parcel from its 33.26 acre parcel so that the 2.841 acre parcel may be used to facilitate a property trade as well as future property development, said 2.841 acre parcel is hereafter referred to as the SUBDIVISION PROPERTY; and

WHEREAS, CITY's ordinance and engineering standards require instillation of public infrastructure improvements such as curb, gutter, sidewalk, road, water, storm drain, streetlights, and sewer concurrent with subdivision; and

WHEREAS, the above properties are located in an area of CITY where the future development of said property will necessitate off-site improvements to CITY infrastructure; and

WHEREAS, in order to facilitate the subdivision and future development of the herein described property and pursuant to the authority under Cedar City Ordinance 26-III-11 CITY desires to enter this development agreement to delay the instillation of infrastructure improvements.

NOW THEREFORE it is hereby agreed by CITY and COAL CREEK that mutual consideration exists to support the formation of this agreement.

NOW THEREFORE CITY and COAL CREEK hereby agree to the following:

1. PUBLIC INFRASTRUCUTRE IMPROVEMENTS.

A. The public infrastructure improvements on the SUBDIVISION PROPERTY include all public improvements such as curb, gutter, sidewalk, street lights, storm drain, road improvements, water lines, sewer lines, and any other public infrastructure pursuant to CITY's ordinances, engineering

standards, fire codes, building codes, or any other applicable rule of general application adopted by CITY in effect at the time a building permit is issued.

B. The public infrastructure improvements on the SUBDIVISION PROPERTY include on-site improvements and off-site improvements to public infrastructure pursuant to CITY's ordinances, engineering standards, fire codes, building codes, or any other applicable rule of general application adopted by CITY in effect at the time a building permit is issued. By way of example and not by way of limitation, such as off-site improvements may include improvements to CITY's water system necessary to provide water and/or fire protection for the property.

C. When the building permit is pulled for the SUBDIVISION PROPERTY or any lots that are or may hereafter be created on the SUBDIVISION PROPERTY, CITY will notify the person or entity requesting the building permit of the necessary public infrastructure improvements. The public infrastructure improvements must be completed, inspected, and accepted by CITY prior to the issuance of a certificate of occupancy.

D. The owner of the lot will warrant that the installed public improvements are fit for the purpose for which they were constructed for a period of one (1) year. Any defects in workmanship, materials, or construction will be replaced by the property owner at the property owner's expense during the warranty period.

2. CREATION OF A LOCAL DISTRICT

A. From time to time CITY may seek to create a local district pursuant to the provisions of Title 17B of the Utah Code for the financing and construction of public infrastructure improvements upon the SUBDIVISION PROPERTY. The local district may assess a proportionate share of the cost for the improvements to the owner of the property and place a lien upon the property until the proportionate share of the improvements is paid. The right to protest the creation of the local district impacting the SUBDIVISION PROPERTY is hereby irrevocably waived, and this waiver is a condition that shall run with the land and bind future land owners.

3. MISCELLANEOUS

A. Choice of Law. This development agreement shall be interpreted pursuant to the provisions of the law of the State of Utah.

B. Venue and Jurisdiction. In case court action is initiated related to the provisions of this agreement venue is vested in the 5th Judicial District Court in and for Iron County and Jurisdiction is vested in the District Courts in and for the State of Utah.

C. Recording. This agreement is intended to be recorded on the title to the COAL CREEK's 33.26 acre parcel as described herein prior to any subdivision, but it is only intended to apply to the SUBDIVISION PROPERTY as described herein. All rights, duties, responsibilities, waivers, warranties, and other provisions contained herein are intended to run with the SUBDIVISION PROPERTY and serve to bind present and future owners.

D. Ability to enter agreement. The persons signing this agreement on behalf of their respective entities do so with the intent to bind their respective entities and do so after having received approval pursuant to the rules established by their respective entities.

E. Interpretation. This written document and the documents referenced herein constitute the entire agreement. No prior, contemporary, or future written or oral representations not contained in this document and the documents referenced herein shall be binding.

F. Amendment. This agreement may only be amended by a written agreement duly adopted and signed by CITY and all owners of property within the SUBDIVISION PROPERTY at the time the amendment is negotiated. No amendment shall be effective unless it is duly recorded on the title to the SUBDIVISION PROPERTY.

G. Termination. This agreement is intended to run with the title to the property to the SUBDIVISION PROPERTY. It is intended to allow the current subdivision of the SUBDIVISION PROPERTY and preserve the duty of the property owners to install public infrastructure. The agreement shall not terminate until the following have occurred: (1) the public infrastructure is installed; (2) the public infrastructure is accepted by CITY; (3) the one (1) year warranty period has expired as to the original public infrastructure improvements and any warranty work, and; (4) the completion of any action to enforce the provisions contained herein. This agreement shall automatically terminate as to any individual lot once all of the conditions in this paragraph have been satisfied. The termination of this agreement on an individual lot shall not be deemed to be a termination of this agreement on the other lots. Each lot must satisfy the terms and conditions contained in this paragraph to terminate the provisions of this agreement.

H. Headings. The headings contained herein are for the aid of the reader and are not intended to be substantive provisions of this agreement.

I. Attorney fees. In the event of a dispute related to the provisions contained herein each party shall pay their own attorney fees and costs.

Remainder of page intentionally left blank.

CITY's signature page.

Dated this ____ day of _____, 2014.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

This is to certify that on the ____ day of _____, 2014, before me, the undersigned, a Notary Public, in and for the State of Utah, duly commissioned and sworn as such, personally appeared Maile L. Wilson, known to me to be the Mayor of Cedar City Corporation, and Renon Savage, known to me to be the City Recorder of Cedar City Corporation, and acknowledged to me that she the said Maile L. Wilson and she the said Renon Savage executed the foregoing instrument as a free and voluntary act and deed of said corporation, for the uses and purposes therein, and on oath state that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year hereinabove written.

NOTARY PUBLIC

COAL CREEK's signature page.

Dated this ____ day of _____, 2014.

Signature of authorized representative

Print name and title of authorized
representative

STATE OF UTAH)
 :SS.
COUNTY OF IRON)

On this ____ day of _____, 2014, personally appeared before me
who duly acknowledged to me that ____ he signed the above and foregoing document.

NOTARY PUBLIC

CEDAR CITY RESOLUTION NO. 14-0129

A RESOLUTION OF THE CEDAR CITY COUNCIL AMENDING THE CEDAR CITY FEE SCHEDULE

WHEREAS, Cedar City maintains a fee schedule showing fees the City charges for various services; and

WHEREAS, among other fees reflected on the Cedar City fee schedule there is a section showing the fees charged for sewer service; and

WHEREAS, compared to residential and apartment uses hometels have a relatively low water use and consequently relatively low impact to the City's sewer system. The City Council has been asked to amend the fee schedule to include a separate fee for hometels which are defined by the Cedar City Zoning ordinance as:

A building or buildings containing one-bedroom dwelling units which are primarily used for apartment style living, being rented on a monthly basis. However, the dwelling units may also be used as a motel being rented on a daily basis. For parking requirements see Section 26-39. Water and sewer connections are the same as apartments. Setback requirements are the same as motels in CC and GC zones. A Homotel is not permitted in residential zones.

WHEREAS, based on water usage and sewer flow the City's Engineering Department has recommended an \$11 per month rate for hometels; and

WHEREAS, currently hometels are being charged the same \$23 dollar per month rate that apartments and residential homes are being charged; and

WHEREAS, with the existing inventory of hometels in Cedar City the anticipated annual fiscal impact to the City's revenue from sewer user fees is \$8,640.00 decrease; and

WHEREAS, the Cedar City Council finds that it is in the best interest of the health, safety, and general welfare of the residents of Cedar City to reduce the monthly sewer charge for hometels to \$11 per month.

NOW THEREFORE be it resolved by the City Council of Cedar City, State of Utah, that the following amendment to the City's fee schedule adding a separate category and rate for Hometels is approved:

Sewer

Line Inspection (Plus Materials Supplied)
City Sewer Line

\$70 per tap plus Employee
Fee after 1/2 hour

County Sewer Line

\$130 per tap plus
Employee Fee after 1/2
hour

****Used for New Connections (§30-3) or Any Repairs Requiring City Inspection (§§ 30-17 & 30-18)****

User Fee (per month, per unit)

Home/Apt./Condo/Mobile Home

Base Fee	\$23
Additional	No charge

Hometels

<u>Base Fee</u>	<u>\$11</u>
<u>Additional</u>	<u>No charge</u>

Garg./Serv. Sta./Mort./Stor. w/ Pub. Toilet

Base Fee	\$35
Additional	\$3.50 per 1,000 gallons or part thereof

Car Wash/Laundromat/Barber-Beauty shop

Base Fee	\$35
Additional	\$3.50 per 1,000 gallons or part thereof

Camp Grounds/Travel Trailer Parks

Base Fee	\$35
Additional	\$3.50 per 1,000 gallons or part thereof

Restaurants/Cafeterias/Theaters/Churches

Base Fee	\$40
Additional	\$4.00 per 1,000 gallons or part thereof

Labs/Clinics

Base Fee	\$40
Additional	\$4.00 per 1,000 gallons or part thereof

Fast Food/Drive-ins/Snack Bars

Base Fee	\$44
Additional	\$4.40 per 1,000 gallons or part thereof

Bars/Cocktail Lounges

Base Fee	\$44
Additional	\$4.40 per 1,000 gallons or part thereof

Motels/Hotels

Base Fee	\$22
Additional	\$2.20 per 1,000 gallons or

Factories/Industrial		part thereof
	Base Fee	\$21
	Additional	\$2.10 per 1,000 gallons or part thereof
Dairies/Fact./Canneries/Slaughter House	Base Fee	\$24
	Additional	\$2.40 per 1,000 gallons or part thereof
Offices/Banks/Stores w/o Public Toilet	Base Fee	\$30
	Additional	\$3.00 per 1,000 gallons or part thereof
SUU/High/Jr. High/Inter. Schools	Base Fee	\$30
	Additional	\$3.00 per 1,000 gallons or part thereof
Elementary Schools	Base Fee	\$30
	Additional	\$3.00 per 1,000 gallons or part thereof
Hospitals	Base Fee	\$13
	Additional	\$1.30 per 1,000 gallons or part thereof
Jails/Detention Centers	Base Fee	\$16
	Additional	\$1.60 per 1,000 gallons or part thereof
Child Care Centers >12 Children	Base Fee	\$30
	Additional	\$3.00 per 1,000 gallons or part thereof

1 – Base Fee includes 10,000 gallons water used; additional Charges per 1,000 gallons above 10,000 gallons water used.

2 – Where multi-user types are served by a single water and sewer connection, the dominant use will be used.

3 – No irrigation water will be used to calculate monthly sewer rates.

NOW THEREFORE be it further resolved by the City Council of Cedar City, State of Utah that staff is authorized to make such amendments to the format of the fee schedule that this amendment requires as long as said format related amendments do not impact the substance of the fee schedule.

This resolution, Cedar City Resolution No. 14-0129, shall become effective immediately upon passage and signing by the Mayor. City staff shall make the necessary updates and post an updated copy on the City's web page.

AYES _____ NAYS _____ ABSTAINED _____

Dated this 30th day of January, 2014.

MAILE L. WILSON
MAYOR

[SEAL]
ATTEST:

RENON SAVAGE
RECORDER